

IN THE SUPREME COURT OF THE STATE OF NEVADA

CITY OF LAS VEGAS, A POLITICAL
SUBDIVISION OF THE STATE OF
NEVADA,

Appellant,

vs.

180 LAND CO., LLC, A NEVADA LIMITED-
LIABILITY COMPANY; AND FORE STARS,
LTD., A NEVADA LIMITED-LIABILITY
COMPANY,

Respondents.

180 LAND CO., LLC, A NEVADA LIMITED-
LIABILITY COMPANY; AND FORE STARS,
LTD., A NEVADA LIMITED-LIABILITY
COMPANY,

Appellants/Cross-Respondents,

vs.

CITY OF LAS VEGAS, A POLITICAL
SUBDIVISION OF THE STATE OF
NEVADA,

Respondent/Cross-Appellant.

No. 84345

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Clerk of Supreme Court

No. 84640

**JOINT APPENDIX,
VOLUME NO. 128, Pt. 16**

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Attorneys for City of Las Vegas



DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: **DIR-63602** APN: 138-32-301-005; 138-32-301-006

Name of Property Owner: Seventy Acres LLC

Name of Applicant: Seventy Acres LLC

Name of Representative: Frank Pankratz

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ Yes

☒ No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____

APN: _____
EHB COMPANIES LLC, its MANAGER

Signature of Property Owner: _____

Print Name: *FRANK PANKRATZ, its MANAGER*

Subscribed and sworn before me

This 15th day of February, 2016

Kathleen K Momot
Notary Public in and for said County and State





DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: **DIR-63602** APN: 138-32-202-001;

Name of Property Owner: Fore Stars, Ltd

Name of Applicant: Fore Stars, Ltd.

Name of Representative: Frank Pankratz

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ Yes

☒ No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____

APN: _____ EHB COMPANIES, LLC, its MANAGER

Signature of Property Owner: _____

Print Name: FRANK PANKRATZ, its MANAGER

Subscribed and sworn before me

This 25th day of FEBRUARY 20 16

Kathleen K Momot
Notary Public in and for said County and State



ROR026133

26242

26219



DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: DEVELOPMENT AGREEMENT
 Project Address (Location): S. Rampart/W. Charleston/Hualapai/Alta
 Project Name: 2016 Peccole Ranch Master Plan Proposed Use: _____
 Assessor's Parcel #(s): 138-32-202-001 Ward #: 2
 General Plan: existing PROS proposed H Zoning: existing PD proposed R-4
 Commercial Square Footage: _____ Floor Area Ratio: _____
 Gross Acres: 2.13 Lots/Units: 1 Density: _____
 Additional Information: _____

PROPERTY OWNER Fore Stars, Ltd. Contact Frank Pankratz
 Address 1215 South Fort Apache, Suite 120 Phone: (702) 940-6930 Fax: (702) 940-6931
 City Las Vegas State Nevada Zip 89117
 E-mail Address Frank@ehbcompanies.com

APPLICANT Fore Stars, Ltd. Contact Frank Pankratz
 Address 1215 South Fort Apache, Suite 120 Phone: (702) 940-6930 Fax: (702) 940-6931
 City Las Vegas State Nevada Zip 89117
 E-mail Address Frank@ehbcompanies.com

REPRESENTATIVE GCW, Inc. Contact Cindie Gee
 Address 1555 South Rainbow Phone: (702) 804-2107 Fax: (702) 804-2289
 City Las Vegas State Nevada Zip 89146
 E-mail Address cgee@gcwengineering.com

I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the City is not responsible for inaccuracies in information presented, and that inaccuracies, false information or incomplete application may cause the application to be rejected. I further certify that I am the owner or purchaser (or option holder) of the property involved in this application, or the lease or agent fully authorized by the owner to make this submission, as indicated by the owner's signature below.

Property Owner Signature*

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Frank Pankratz

Subscribed and sworn before me

This 15 day of February, 20 16.

Leeann Stewart-Schencke

Notary Public in and for said County and State

Revised 10/27/08



LEEANN STEWART-SCHENCKE
 Notary Public, State of Nevada
 Appointment No. 07-4284-1
 My Appt. Expires Jul 26, 2019

FOR DEPARTMENT USE ONLY

Case # **DIR-63602**

Meeting Date:

Total Fee:

Date Received:*

Received By:

*The application will not be deemed complete until the required materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.
 02/25/16
 ReportApplication PacketApplication Form.pdf

ROR026134

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26220



DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: DEVELOPMENT AGREEMENT
Project Address (Location): S. Rampart/W. Charleston/Hualapai/Alta
Project Name: 2016 Peccole Ranch Master Plan Proposed Use: _____
Assessor's Parcel #(s): 138-32-301-006; 138-32-301-005 Ward #: 2
General Plan: existing PROS proposed H Zoning: existing R-PD7 proposed R-4
Commercial Square Footage: _____ Floor Area Ratio: _____
Gross Acres: 70.52 Lots/Units: 3 Density: _____
Additional Information (5.44 Ac) of 138-32-301-006 to be newly created GP PROS to DR;
Zoning R-PD7 to R-E

PROPERTY OWNER Seventy Acres LLC Contact Frank Pankratz
Address 1215 South Fort Apache, Suite 120 Phone: (702) 940-6930 Fax: (702) 940-6931
City Las Vegas State Nevada Zip 89117
E-mail Address Frank@ehbcompanies.com

APPLICANT Seventy Acres LLC Contact Frank Pankratz
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REPRESENTATIVE GCW, Inc. Contact Cindie Gee
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City Las Vegas State Nevada Zip 89146
E-mail Address cgee@gcwengineering.com

I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the City is not responsible for inaccuracies in information presented, and that inaccuracies, false information, or incomplete application may cause the application to be rejected. I further certify that I am the owner or purchaser (or option holder) of the property involved in this application, or the lease or agent fully authorized by the owner to make this submission, as indicated by the owner's signature below.

Property Owner Signature*

Print Name Frank Pankratz

Subscribed and sworn before me

This 25 day of February, 20 16.

Leeann Stewart-Schencke

Notary Public in and for said County and State

Revised 10/27/08



LEEANN STEWART-SCHENCKE
Notary Public, State of Nevada
Appointment No. 07-4284-1
My Appt. Expires Jul 26, 2019

FOR DEPARTMENT USE ONLY

Case # DIR-63602

Meeting Date:

Total Fee:

Date Received:*

Received By:

The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

ROR026135

26244

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DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: DEVELOPMENT AGREEMENT
 Project Address (Location) S. Rampart/W. Charleston/Hualapai/Alta
 Project Name 2016 Peccole Ranch Master Plan Proposed Use _____
 Assessor's Parcel #(s) 138-31-801-002; 138-31-702-002 Ward # 2
 General Plan: existing PROS proposed DR Zoning: existing R-PD7 proposed R-E
 Commercial Square Footage _____ Floor Area Ratio _____
 Gross Acres 178.27 Lots/Units 2 Density _____
 Additional Information _____

PROPERTY OWNER 180 Land Co LLC Contact Frank Pankratz
 Address 1215 South Fort Apache, Suite 120 Phone: (702) 940-6930 Fax: (702) 940-6931
 City Las Vegas State Nevada Zip 89117
 E-mail Address Frank@ehbcompanies.com

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REPRESENTATIVE GCW, Inc. Contact Cindie Gee
 Address 1555 South Rainbow Phone: (702) 804-2167 Fax: (702) 804-2286
 City Las Vegas State Nevada Zip 89146
 E-mail Address cgee@gcwengineering.com

I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the City is not responsible for inaccuracies in information presented, and that inaccurate, false information or incomplete application may cause the application to be rejected. I further certify that I am the owner or purchaser (or option holder) of the property involved in this application, or the lessee or agent fully authorized by the owner to make this submission, as indicated by the owner's signature below.

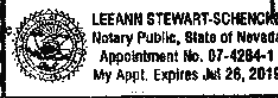
Property Owner Signature* EHBCOMPANIES, LLC MANAGER
 * An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Frank Pankratz

Subscribed and sworn before me

This 25 day of February, 20 16
LeeAnn Stewart Schenck

Notary Public in and for said County and State



Revised 10/27/08

FOR DEPARTMENT USE ONLY

Case # **DIR-63602**
 Meeting Date: _____
 Total Fee: _____
 Date Received: * _____
 Received By: _____

This application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.
 PPS-63491
 ReportApplication Packet\Application Form.pdf

ROR026136

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DEVELOPMENT AGREEMENT

FOR

THE TWO FIFTY

PRJ-63491
03/17/16

DIR-63602

ROR026137

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26223

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2016 by and between the **CITY OF LAS VEGAS**, a municipal corporation of the State of Nevada ("City") and **180 LAND COMPANY LLC**, a Nevada limited liability company ("Master Developer"). The City and Master Developer are sometimes individually referred to as a "Party" and collectively as the "Parties".

RECITALS

A. City has authority, pursuant to NRS Chapter 278 and Title 19 of the Code, to enter into development agreements such as this Agreement, with persons having a legal or equitable interest in real property to establish long-range plans for the development of such property.

B. Seventy Acres LLC, a Nevada limited liability company ("Seventy Acres"), Fore Stars, LTD., a Nevada limited liability company ("Fore Stars") and 180 Land Co LLC, a Nevada limited liability company ("180 Land") are the owners (Seventy Acres, Fore Stars and 180 Land each individually an "Owner" and collectively the "Owners") of the Property described on **Exhibit "A"** attached hereto (collectively the "Property").

C. The Property is the land on which the golf course, known as the Badlands, is currently operated. The golf course will be closed and the land repurposed in a manner that is complementary to the adjacent uses with very large estate lots with custom homes and with luxury multifamily development.

D. The Property is divided into four (4) development areas, totaling two hundred fifty and ninety-two hundredths (250.92) acres (hereinafter referred to as "The Two Fifty"), as shown on **Exhibit "B"** attached hereto.

E. A Major Modification to the 1990 Approved Peccole Ranch Master Plan has been submitted concurrent with this Agreement (and is attached hereto as **Exhibit "C"**) to allow for the repurposed uses on the Property.

F. The Parties desire to enter into a Development Agreement for the development of the Property in phases and in conformance with the requirements of NRS Chapter 278, and as otherwise permitted by law.

G. Seventy Acres and Fore Stars irrevocably appoint Master Developer to act for and on behalf of Seventy Acres and Fore Stars, as their agent, to do all things necessary to fulfill Seventy Acres,

Fore Stars and Master Developer's obligations under this Agreement.

H. The first phase of the multifamily development shall be on seventeen and forty-nine hundredths (17.49) acres of land at the southwest corner of Alta Drive and Rampart Boulevard ("Development Area 1") as shown on **Exhibit "B"** attached hereto.

I. The remainder of the Property shall be developed as the market demands, in accordance with this Agreement, and at the sole discretion of Master Developer.

J. The Parties acknowledge that this Agreement will (i) promote the health, safety and general welfare of City and its inhabitants, (ii) minimize uncertainty in planning for and securing orderly development of the Property and surrounding areas, (iii) ensure attainment of the maximum efficient utilization of resources within City at the least economic cost to its citizens, and (iv) otherwise achieve the goals and purposes for which the laws governing development agreements were enacted.

K. The Parties further acknowledge that this Agreement will provide the owners of adjacent properties with the assurance that the development of the Property will be compatible and complimentary to the existing adjacent developments in accordance with the Two Fifty Design Guidelines ("Design Guidelines") attached hereto as **Exhibit "D"**.

L. As a result of the development of the Property, City will receive needed jobs, sales and other tax revenues and significant increases to its real property tax base. City will additionally receive a greater degree of certainty with respect to the phasing, timing and orderly development of the Property by a developer with significant experience in the development process.

M. Master Developer desires to obtain reasonable assurances that it may develop the Community in accordance with the terms, conditions and intent of this Agreement. Master Developer's decision to enter into this Agreement and commence development of the Community is based on expectations of proceeding and the right to proceed with the Community in accordance with this Agreement and the Applicable Rules.

N. Master Developer further acknowledges that this Agreement was made a part of the record at the time of its approval by the City Council and that Master Developer agrees without protest to the requirements, limitations, and conditions imposed by this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, the promises and covenants

contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

SECTION ONE

DEFINITIONS

For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the following terms shall have the following meanings:

"Affiliate" of any person means (a) any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such Person and (b) any other Person that beneficially owns at least fifty percent (50%) of the voting common stock or partnership interest or limited liability company interest, as applicable, of such Person. For the purposes of this definition, "control" when used with respect to any Person, means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, partnership interests, by contract or otherwise; and the terms "controlling" or "controlled" have meanings correlative to the foregoing.

"Agreement" means this development agreement and at any given time includes all addenda and exhibits incorporated by reference and all amendments which hereafter are duly entered into in accordance with the terms of this Agreement.

"Applicable Rules" means and refers to:

- (a) The provisions of the Code and all other uniformly-applied City rules, policies, regulations, ordinances, laws, general or specific, which were in effect on the Effective Date;
- (b) This Agreement;
- (c) The Design Guidelines; and
- (d) The term "Applicable Rules" does not include:
 - (i) Any ordinances, laws, policies, regulations or procedures adopted by a governmental entity other than City;
 - (ii) Any fee or monetary payment prescribed by City ordinance which is uniformly applied to all development and construction subject to the City's jurisdiction; or
 - (iii) Any applicable state or federal law or regulation.

"Authorized Designee" means any person or entity authorized in writing by Master Developer to

make an application to the City for an Entitlement Request on the Property.

"Building Codes" means the development of the Community shall be subject to the Building Codes and Fire Codes in effect at the time of issuance of the permit for the particular development activity.

"CCRFCD" means the Clark County Regional Flood Control District.

"CCSD" means the Clark County School District.

"Certificate of Occupancy or C of O" means that certificate issued by the Building Official pursuant to the *City of Las Vegas Administrative Code*, often after issuance of a TCO, authorizing the final occupancy of buildings and structures or portions thereof after the Building Official has inspected the building or structure and has found no violations of the provisions of that code or other laws which are enforced by the enforcement agency.

"City" means the City of Las Vegas, together with its successors and assigns.

"City Council" means the Las Vegas City Council.

"City Infrastructure Improvement Standards" means in their most recent editions and with the most recent amendments adopted by the City, the Standard Drawings for Public Works Construction Off-site Improvements, Clark County, Nevada; Uniform Standard Specifications for Public Works Construction Off-site Improvements, Clark County, Nevada; Uniform Regulations for the Control of Drainage and Hydrologic Criteria and Drainage Design Manual, Clark County Regional Flood Control District; Design and Construction Standards for Wastewater Collection Systems of Southern Nevada; and any other engineering, development or design standards and specifications adopted by the City Council. The term includes standards for public improvements and standards for private improvements required under the UDC.

"City Manager" means the person holding the position of City Manager at any time or their designee.

"City Referral Group" means a group comprised of representatives of the Department of Planning & Development, the Department of Public Works, the Department of Building and Safety, the Department of Fire Services, the Department of Parks and Leisure Activities and any other city department or agency, as determined by the City Manager. The City Referral Group reviews and makes decisions on Site

Development Plan Reviews within the Community.

"Code" means the Las Vegas Municipal Code, including all ordinances, rules, regulations, standards, criteria, manuals and other references adopted therein.

"Community" means the Property and any and all improvements provided for or constructed thereupon.

"Design Guidelines" means the document prepared by Master Developer, attached hereto as **Exhibit "D"**, and reviewed and approved by City.

"Designated Builder" means any legal entity other than Owner(s) that owns any parcel of real property within the Community, whether prior to or after the Effective Date, provided that such entity is designated as such by Master Developer to City Manager in writing. For purposes of the Applicable Rules, the term "Designated Builder" is intended to differentiate between the Master Developer, Owner(s) and their Affiliates in their capacity as developer and land owner and any other entity that engages in the development of a structure or other improvements on a Development Parcel within the Community. A Designated Builder is not a Party to this Agreement and may not enforce any provisions herein, but upon execution and recordation of this Agreement, a Designated Builder may rely on and be subject to the land use entitlements provided for herein. Designated Builder will work closely with Master Developer to ensure the Community is developed in accordance with this Agreement.

"Development Parcels" means legally subdivided parcels of land within the Community that are intended to be developed or further subdivided.

"Development Area" means the four (4) separate development areas of the Property as shown on the Master Land Use Plan attached hereto as **Exhibit "B"**.

"Development Phase Map, Final" means any final map recorded on the Property after the recordation of this Agreement. The Phase Development Final Maps shall be in conformance to the Development Phase exhibit.

"Director of Planning" means the Director of the City's Department of Planning or their designee.

"Director of Public Works" means the Director of the City's Department of Public Works or their designee.

"DWR" means the State of Nevada Division of Water Resources.

"Effective Date" means the date, on or after the adoption by City of an ordinance approving the execution of this Agreement, and the subsequent execution of this Agreement by the Parties, on which this Agreement is recorded in the Office of the County Recorder of Clark County. Each party agrees to cooperate as requested by the other party to cause the recordation of this Agreement without delay.

"Entitlement Request" means a request by Master Developer or its Authorized Designee for any land use approval including, without limitation, a tentative or final subdivision map and/or a Site Development Plan Review.

"Grading Plan, Master Rough" means a plan or plans prepared by a Nevada-licensed professional engineer, to:

- (a) Specify areas where the Master Developer intends to perform rough grading operations;
- (b) Identify existing elevations and features that are to be preserved within the Community and do so at a drawing scale not to exceed one hundred feet (100') per inch;
- (c) Identify approximate future elevations and slopes of roadways, paseos, Development Parcels, open space, and drainage areas;
- (d) Identify rough design elevations on a two hundred foot (200') grid, and at street intersections, at parcel boundaries, or more frequently;
- (e) Identify locations and heights of potential stock piles; and
- (f) Prior to issuance of any rough grading permit, the Director of Public Works may require an update to the Master Drainage Study to address the impacts of phasing or diverted flows if the Master Drainage Study does not contain sufficient detail for that permit.

The Master Rough Grading Plan shall be reviewed by the Director of Public Works for conformance to the grading and drainage aspects of the approved Master Drainage Study and the Director of Planning shall consider the plan for the aesthetic aspects of the plan.

"Grading Plan", which accompanies the Technical Drainage Study, means a detailed grading plan for a development site within the Community, created pursuant to the UDC, to further define the grading within residential or commercial subdivision sites as identified in the Master Rough Grading Plan to a level of detail sufficient to support construction drawings, in accordance with the CCRFCD Hydrologic

"HOA or Similar Entity" means any unit-owners' association organized pursuant to NRS 116.3101, that is comprised of owners of residential dwelling units in the Community, or portions thereof, created and governed by a declaration (as defined by NRS 116.037), formed for the purpose of managing, maintaining and repairing all common areas transferred to it for such purposes.

"Investment Firm" means an entity whose main business is holding securities of other companies, financial instruments or property purely for investment purposes, and includes by way of example, and not limitation, Venture Capital Firms, Hedge Funds, and Real Estate Investment Trusts.

"LVVWD" means the Las Vegas Valley Water District.

"Master Developer" means 180 Land Company LLC, a Nevada limited liability company, and its successors and assigns as permitted by the terms of this Agreement.

"Master Drainage Study" means the comprehensive hydrologic and hydraulic study to be approved by the Director of Public Works, including updates required by the City when changes to the conditionally approved study are proposed that must also be approved by the Director of Public Works.

"Master Land Use Plan" means the approved site plan for the Community, which is **Exhibit "B"**.

"Master Sanitary Sewer Study" means the comprehensive study to be approved by the Director of Public Works, including updates required by the City where changes to the conditionally approved densities or layout of the development are proposed that would impact on-property and/or off-property pipeline capacities and may result in additional required off-property sewer improvements.

"Master Studies" means the Master Traffic Study and the Master Drainage Study.

"Master Traffic Study" means the comprehensive study with respect to this Property to be approved by the Director of Public Works.

"Master Utility Improvements" means those water, sanitary sewer, storm water drainage, power, street light and natural gas improvements within and directly adjacent to the Property necessary to serve the proposed development of the Community other than those utility improvements to be located within individual Development Parcels. All public sewer, streetlights, traffic signals, associated infrastructures and public drainage located outside of public right-of-way must be within public easements within common lots of the HOA or Similar Entity or of the Development Parcels.

"Master Utility Plan" means a conceptual depiction of all existing and proposed utility alignments, easements or otherwise, within and directly adjacent to the Property necessary to serve the proposed development of the Community, other than those utility improvements to be located within individual Development Parcels. The Master Developer shall align all proposed utilities within proposed public rights-of-way when reasonable and will dedicate such rights-of-way to the City before granting utility easements to specific utility companies, and Master Developer shall separately require any Authorized Designee to disclose the existence of such facilities located on (or in the vicinity of) any affected residential lots, and easements necessary for existing and future LVVWD water transmission mains.

"Metro" means the Las Vegas Metropolitan Police Department.

"NRS" means the Nevada Revised Statutes, as amended from time to time.

"Off-Property" means outside of the physical boundaries of the Property.

"Off-Property Improvements," as this definition relates to the Master Studies, means infrastructure improvements located outside the Property boundaries required by the Master Studies or other governmental entities to be completed by the Master Developer due to the development of the Community.

"On-Property" means within the physical boundaries of the Property.

"On-Property Improvements," as this definition relates to the Master Studies, means infrastructure improvements located within the Property boundaries required by the Master Studies or other governmental entities to be completed by the Master Developer due to the development of the Community.

"Off-Site Improvements" means any and all improvements necessary for a discrete parcel of property as required by the Applicable Rules.

"Party," when used in the singular form, means either Master Developer, an Owner or City and in the plural form of "Parties" means Master Developer, Owners and City.

"Planning Commission" means the City of Las Vegas Planning Commission.

"Planning Department" means the Department of Planning of the City of Las Vegas.

"Property" means that certain 250.92 gross acres of real property which is the subject of this Agreement. The legal description of the Property is set forth at **Exhibit "A"**.

"RTC" means the Regional Transportation Commission of Southern Nevada.

"SNHD" means the Southern Nevada Health District.

"Subdivision Map" means any instrument under NRS and the UDC which legally subdivides property or gives the right to legally subdivide property.

"Technical Drainage Study" means: a comprehensive hydrologic study prepared under the direction of and stamped by a Nevada-licensed professional engineer, to:

(a) Estimate the impact of storm water run-off affecting a Development Parcel from on-property and off-property sources;

(b) Estimate the impact of any storm water run-off that will affect down-stream off-property real property;

(c) Identify the impacts of any storm water run-off that will affect the Development Parcel; the on-property proposed drainage facilities and patterns and any off-property drainage facilities and patterns; and

(d) Identify the means and methods necessary to mitigate such impact, including a commitment to implement, or pay for such mitigating improvements within a specified time frame.

The Technical Drainage Study shall be approved by the Director of Public Works.

"Temporary Certificate of Occupancy or TCO" means that temporary certificate issued by the Building Official pursuant to the *City of Las Vegas Administrative Code* authorizing the temporary use and occupancy of buildings and structures or portions thereof after the Building Official has inspected the building or structure and has found no violations of the provisions of that code or other laws which are enforced by the enforcement agency. For loft units, completed bathrooms and kitchens shall not be required for issuance of TCO.

"Term" means the term of this Agreement.

"UDC" means the Unified Development Code.

"Village Street" means any of those roadways identified as Village Streets, whether public or private, which Master Developer is obligated to construct pursuant to the Master Traffic Study, together with associated curb, gutter, underground utility improvements including fiber optic interconnect, streetlights, traffic control signs and signals other than those for which a fee was paid pursuant to

Ordinance 5644, sidewalk or trail and landscaping as indicated on the appropriate cross section in the Design Guidelines.

SECTION TWO

APPLICABLE RULES AND CONFLICTING LAWS

2.01 Reliance on the Applicable Rules. City and Master Developer agree that Master Developer will be permitted to carry out and complete the development of the Community in accordance with the terms of this Agreement and the Applicable Rules. The terms of this Agreement shall supersede any conflicting provision of the City Code except as provided in Section 2.02 below.

2.02. Application of Subsequently Enacted Rules by the City. The City shall not amend, alter or change any Applicable Rule as applied to the development of the Community, or apply a new fee, rule regulation, resolution, policy or ordinance to the development of the Community, except as follows:

(a) The development of the Community shall be subject to the Building Codes and Fire Codes in effect at the time of issuance of the permit for the particular development activity.

(b) The application of a new uniformly-applied rule, regulation, resolution, policy or ordinance to the development of the Community is permitted, provided that such action is necessary to protect the health, safety and welfare of City residents, and provided that City gives Master Developer written notice thirty (30) days prior to implementing a new policy.

(c) Nothing in this Agreement shall preclude the application to the Community of new or changed rules, regulations, policies, resolutions or ordinances specifically mandated and required by changes in state or federal laws or regulations. In such event, the provisions of Section 2.03 to 2.05 of this Agreement are applicable.

(d) Should the City adopt or amend rules, regulations, policies, resolutions or ordinances and apply such rules to the development of the Community, other than pursuant to one of the above Sections 2.02(a), 2.02(b) or 2.02(c), the Master Developer shall have the option, in its sole discretion, of accepting such new or amended rules by giving written notice of such acceptance. City and the Master Developer shall subsequently execute an amendment to this Agreement evidencing the Master Developer's acceptance of the new or amended ordinance, rule, regulation or policy within a reasonable time.

2.03 Conflicting Federal or State Rules. In the event that any federal or state laws or regulations prevent or preclude compliance by City or Master Developer with one or more provisions of this Agreement or require changes to any approval given by City, this Agreement shall remain in full force and effect as to those provisions not affected, and:

(a) Notice of Conflict. Either Party, upon learning of any such matter, will provide the other Party with written notice thereof and provide a copy of any such law, rule, regulation or policy together with a statement of how any such matter conflicts with the provisions of this Agreement; and

(b) Modification Conferences. The Parties shall, within thirty (30) calendar days of the notice referred to in the preceding subsection, meet and confer in good faith and attempt to modify this Agreement to bring it into compliance with any such federal or state law, rule, regulation or policy.

2.04 City Council Hearings. In the event either Party believes that an amendment to this Agreement is necessary due to the effect of any federal or state law, rule, regulation or policy, the proposed amendment shall be scheduled for hearing before the City Council. The City Council shall determine the exact nature of the amendment necessitated by such federal or state law or regulation. Master Developer shall have the right to offer oral and written testimony at the hearing. Any amendment ordered by the City Council pursuant to a hearing contemplated by this Section is subject to judicial review. The Parties agree that any matter submitted for judicial review shall be subject to expedited review in accordance with Rule 2.15 of the Eighth Judicial District Court of the State of Nevada.

2.05 City Cooperation. City shall cooperate with Master Developer in securing any City permits, licenses or other authorizations that may be required as a result of any amendment resulting from actions initiated under Section 2.04. As required by the Applicable Rules, Master Developer shall be responsible to pay all applicable fees in connection with securing of such permits, licenses or other authorizations. Permits issued to Master Developer shall not expire until the work covered under the permit is complete.

SECTION THREE

PLANNING AND DEVELOPMENT OF THE COMMUNITY

3.01 Permitted Uses, Density, and Height of Structures. Pursuant to NRS Chapter 278, this Agreement sets forth the maximum height of structures to be constructed in the Community, the density

of uses and the permitted uses of the land for each parcel within the Community.

(a) Maximum Units Permitted. The number of residential dwelling units allowed within the Community, as shown on **Exhibit B**, is three thousand eighty (3,080) units with seven hundred twenty (720) units in Development Area 1, twelve hundred fifty (1,250) units in Development Area 2, one thousand fifty (1,050) units in Development Area 3 and sixty (60) units in Development Area 4.

(b) Permitted Uses and Unit Types. The Community is planned for a mix of single family residential homes and multi-family residential homes including tower residential homes. In Development Areas 1, 2 and 3, ancillary commercial uses, each up to five thousand (5,000) square feet in size, shall be permitted. Clock towers and water features (if supplied by privately-owned water rights) shall be allowed in the Community. The additional uses allowed within the Community are listed in the Design Guidelines attached as **Exhibit "D"**. The types of buildings and dwelling units shall be permitted in accordance with the Applicable Rules.

(c) Density. Master Developer shall have the right to determine the number of residential dwelling units to be developed on any Development Parcel. Notwithstanding the foregoing, the maximum density permitted in Development Area 1 shall be seven hundred twenty (720) residential units; Development Area 2 shall be twelve hundred fifty (1,250) residential units; Development Area 3 shall be one thousand fifty (1,050) residential units; and Development Area 4 shall be sixty (60) residential units. With respect to any proposed and approved tower residential, only after issuance of a TCO on the building will the unit C of Os be requested on an individual unit by unit basis.

(d) Maximum Height. The maximum height shall be governed by the Code except as otherwise provided for in the Design Guidelines attached as **Exhibit "D"**.

(e) Phasing.

(i) Development Area 1 will be the first multifamily development in the Community.

(ii) The remainder of the Property shall be developed as the market demands, in accordance with this Agreement, and at the sole discretion of Master Developer.

(iii) Master Developer and City agree that prior to the approval for construction of the eighteen hundred and ninety-sixth (1,896th) residential unit, by way of a

building permit issuance, Master Developer shall have substantially completed the drainage infrastructure required in Development Area 4. For purposes of this subsection, substantially completed shall mean the installation of the box culverts required pursuant to the City-approved Master Drainage Study.

(iv) Clubhouse Drive extension as shown in **Exhibit "C's"** Exhibits L-1 and L-2 shall be completed prior to the approval for construction of the eighteen hundred and ninety-sixth (1,896th) residential unit, by way of a building permit issuance,

(f) Construction Operations. Master Developer may construct within Development Area 1, Development Area 2 and Development Area 3 twenty-four (24) hours per day, subject to Las Vegas Municipal Code Section 9.16, to allow for expedited construction.

(g) Grading and Earth Movement.

(i) Master Developer understands that it must obtain Federal Emergency Management Agency's ("FEMA") CLOMAR approval prior to any mass grading on the FEMA designated areas of the Property.

(ii) Master Developer's intention is that the Property's mass grading and cut and fill earth work will balance, thereby mitigating the need for the import and export of fill material. However, there will be a need to import and/or export dirt for landscape fill.

(iii) In order to minimize earth movement to and from the Property, Master Developer shall be authorized to do all things necessary to process the cut materials on site to create the needed fill materials, therefore eliminating or significantly reducing the need to take cut and fill materials to and from the Property. After approval of the Master Rough Grading Plan, other than the necessary Clark County Department of Air Quality Management approvals needed, Master Developer shall not be required to obtain further approval for rock crushing, earth processing and stockpiling on the Property. The rock crushing shall be located no less than five hundred (500) feet from existing residential homes and shall be subject to Las Vegas Municipal Code Section 9.16.

3.02. Entitlement Requests.

(a) Generally. City agrees to reasonably cooperate with Master Developer to:

(i) Expeditiously process all Entitlement Requests in connection with the Property that are in compliance with the Applicable Rules and Master Studies; and

(ii) Promptly consider the approval of Entitlement Requests, subject to reasonable conditions not otherwise in conflict with the Applicable Rules or the Master Studies.

(b) Zoning Entitlement for Property. The Parties acknowledge and agree that the Property will be rezoned for development in accordance with the Peccole Ranch Master Plan, as amended, to allow for the development of the densities provided for herein.

(c) Other Entitlement Requests. Except as provided herein, all other Entitlement Request applications shall be processed by City according to the Applicable Rules. The Parties acknowledge that the procedures for processing such Entitlement Request applications are governed by this Agreement, and if not covered by this Agreement, then by the Code. In addition, any additional application requirements delineated herein shall be supplemental and in addition to such Code requirements.

(i) Site Development Plan Review. Unless otherwise provided for herein, Master Developer shall satisfy all Code requirements for the filing of an application for a Site Development Plan Review, except no Site Development Plan Review will be required for any of the up to sixty (60) residential units in Development Area 4. The open space requirements for each development within the Community shall be addressed with each Site Development Plan Review.

The Parties agree that the City Referral Group shall review all Site Development Plan Reviews within the Community. All rulings, decisions and recommendations by the City Referral Group shall be by majority vote of the quorum in attendance. The Chairman of the City Referral Group shall be the Director of Planning. The City Referral Group shall hear and consider the facts presented and determine whether to approve or deny the site plan. Any approval may include any conditions, stipulations, requirements or limitations that may be necessary to fulfil the intent of this Agreement. The Parties agree that:

(1) Within thirty (30) days of a submission being deemed completed, the Director of Planning shall notify the applicant, in writing, of the action and decision of the City Referral Group. The notification shall include any conditions that may be required to complete the Site Plan Review.

(2) An applicant may appeal the decision of the City Referral Group to the Planning Commission by submitting a written appeal to the Director of Planning within ten (10) days

of receipt of the City Referral Group's action, stating whether there is a disagreement. A final appeal can be referred to the City Council by either the applicant or the Director of Planning for a final decision.

(ii) Special Use Permits. Except as provided for herein, Master Developer shall satisfy all Code requirements for the filing of an application for a special use permit. The Parties further agree that:

(1) Except as otherwise provided in this Agreement and the Design Guidelines, special use permit applications shall be processed in accordance with the UDC.

(2) City shall not accept any special use permit application without written verification that the Master Developer either approves of the application or has no objection thereto.

3.03. Dedicated Staff and the Processing of Applications.

(a) Processing Fees, Generally. All Entitlement Requests, Minor or Major Modification Requests and all other requests related to the development of the Community shall pay the fees as provided by the UDC.

(b) Inspection Fees. Construction documents and plans that are prepared on behalf of Master Developer for water facilities such as water pumping stations, water reservoirs, water transmission mains, and water distribution mains, that are reviewed by City for approval, shall not require payment of inspection fees to City unless the water service provider will not provide those inspection services.

(c) Dedicated Staff. Upon written request from Master Developer to City, City shall provide within thirty (30) days from written notice, if staff is available, and Master Developer shall pay for a full-time inspector dedicated only to the development of the Community. If City staff is not available, City agrees to outsource to a third-party inspection company and Master Developer agrees to pay for such outsourcing.

3.04 Modification of Design Guidelines. Parties agree that the only proper entity to request a modification or deviation to the Design Guidelines is the Master Developer entity. A modification or deviation to the Design Guidelines shall not be permitted by: any other purchaser of real property within the Community, the HOA or Similar Entity.

(a) Applicant. Requests for all modifications of the Design Guidelines may be made only by Master Developer.

(b) Minor Modifications. Except as otherwise provided for herein, Minor Modifications are changes to the Design Guidelines that include:

- (i) changes in architectural styles, color palettes and detail elements.
- (ii) the addition of similar and complementary architectural styles, color palettes and detail elements to residential and commercial uses.
- (iii) changes in building materials.
- (iv) changes in landscaping materials, plant palettes, and landscaping detail elements.

(c) Submittal, Review, Decision, and Appeal.

(i) An application for Minor Modification of the Design Guidelines may be made to the Director of Planning for his consideration. The Director of the Department of Planning shall coordinate the City's review of the application and shall perform all administrative actions related to the application.

(ii) The Director of the Department of Planning may, in his discretion, approve a Minor Modification or impose any reasonable condition upon such approval. The Director of Planning shall issue a written decision within thirty (30) business days of receipt of the application. The decision is final unless it is appealed by the Master Developer pursuant to Section (iii) below. Applications for which no written decision is issued within thirty (30) business days shall be deemed approved. If the Director of the Department of Planning rejects a request for a Minor Modification, the request shall automatically be deemed a Major Modification, and at the option of the Master Developer, the decision of the Director of the Department of Planning may be appealed to the Planning Commission.

(iii) Master Developer may appeal any decision of the Director of the Department of Planning to the Planning Commission by providing a written request for an appeal within ten (10) business days of receiving notice of the decision. Such appeal shall be scheduled for a hearing at the next available Planning Commission meeting.

(iv) Master Developer may appeal any action of the Planning Commission by

providing a written request for an appeal within ten (10) business days of the Planning Commission action. Such appeal shall be scheduled for a hearing at the next available City Council meeting.

(d) Major Modifications.

(i) Any application for a modification to the Design Guidelines that does not qualify as a Minor Modification is a Major Modification. All applications for Major Modifications shall be scheduled for a hearing at the next available Planning Commission meeting after the City's receipt of the application or its receipt of the appeal provided for in Section (c) above, whichever is applicable.

(ii) Without limiting the foregoing, a Major Modification that increases density in the Community may only be done so by formally amending this Agreement pursuant to Section 4 below, to reflect such increase in density. The Master Developer shall meet and confer with the Director of Public Works or his designee as to whether an update to the Master Studies is required. If the Director of Public Works or his designee requires an update to one or more of the Master Studies, such update shall be prepared by Master Developer and submitted to the Department of Public Works no later than fifteen (15) business days prior to the date upon which the Planning Commission is to consider any such amendment.

(iii) All actions by the Planning Commission on Major Modifications shall be scheduled for a hearing at the next available City Council meeting.

3.05 Deviation to Design Guidelines. A deviation is an adjustment to a particular requirement of the Design Guidelines for a particular Development Parcel or lot.

(a) Minor Deviation. A Minor Deviation must not have a material and adverse impact on the overall development of the Community and may not exceed ten percent (10%) of a particular requirement delineated by the Design Guidelines. An application for a Minor Deviation may only be made under the following circumstances:

i) A request for deviation from any particular requirement delineated by the Design Guidelines on ten percent (10%) or less of the lots in a Development Parcel; or

ii) A request for deviation from the following particular requirements on greater than 10% of the lots in a Development Parcel or the entire Community:

a) Changes in architectural styles, color palettes and detail

elements.

b) The addition of similar and complementary architectural styles, color palates and detail elements to residential and commercial uses.

c) Changes in building materials.

d) Changes in landscaping materials, plant palettes, and landscaping detail elements.

e) Setback encroachments for courtyards, porches, miradors, casitas, architectural projections as defined by the Design Guidelines, garages and carriage units.

f) Height of courtyard walls.

(b) Administrative Review Permitted. An application for a Minor Deviation may be filed by the Master Developer or an Authorized Designee as provided herein. Any application by a an Authorized Designee of Master Developer must include a written statement from the Master Developer that it either approves or has no objection to the request.

(c) Submittal, Review and Appeal

(i) An application for a Minor Deviation from the Design Guidelines may be made to the Director of the Department of Planning for their consideration. The Director of the Department of Planning shall coordinate the City's review of the application and shall perform all administrative actions related to the application.

(ii) The Director of the Department of Planning may, in their discretion, approve or deny a Minor Deviation or impose any reasonable condition upon such approval. The Director of the Department of Planning shall issue a written decision within thirty (30) business days of receipt of the application. The decision is final unless it is appealed by the Master Developer pursuant to Section (3) below. Applications for which no written decision is issued within thirty (30) days shall be deemed approved.

(iii) Master Developer or an Authorized Designee may appeal any decision of the Director of the Department of Planning to the Planning Commission by providing a written request for an appeal within ten (10) business days of receiving notice of the decision. Such appeal shall be scheduled for a hearing at the next available Planning Commission meeting.

(iv) Master Developer or an Authorized Designee may appeal any action of the Planning Commission by providing a written request for an appeal within ten (10) business days of the Planning Commission action. Such appeal shall be scheduled for a hearing at the next available City Council meeting.

(d) Major Deviation. Any application for a modification to the Design Guidelines that does not qualify as a Minor Deviation is a Major Deviation. A Major Deviation must not have a material and adverse impact on the overall development of the Community and may exceed ten percent (10%) of any particular requirement delineated by the Design Guidelines.

(i) City Council Approval Required. An application for a Major Deviation may be filed by the Master Developer or an Authorized Designee as provided herein. Any application by an Authorized Designee must include a written statement from the Master Developer that it either approves or has no objection to the request. Major Deviations shall be submitted to the Planning Commission for recommendation to the City Council, wherein the City Council shall have final action on all Major Deviations.

(ii) Submittal, Review and Approval.

(1) All applications for Major Deviations shall be scheduled for a hearing at the next available Planning Commission meeting after the City's receipt of the application.

(2) All actions by the Planning Commission on Major Deviations shall be scheduled for a hearing by the City Council within thirty (30) days of such action.

(e) If Master Developer or an Authorized Designee requests a deviation from adopted City Infrastructure Improvement Standards, an application for said deviation shall be submitted to the Land Development Section of the Department of Building and Safety and related fees paid for consideration by the City Engineer pursuant to the Applicable Rules.

(f) Any request for deviation other than those specifically provided shall be processed pursuant to Section 3.04 (Modifications of Design Guidelines).

3.06 Anti-Moratorium. The Parties agree that no moratorium or future ordinance, resolution or other land use rule or regulation imposing a limitation on the construction, rate, timing or sequencing of the development of property including those that affect parcel or subdivision maps, building permits,

occupancy permits or other entitlements to use land that are issued or granted by City shall apply to the development of the Community or portion thereof. Notwithstanding the foregoing, City may adopt ordinances, resolutions or rules or regulations that are necessary to:

(a) comply with any state or federal laws or regulations as provided by Section 2.04, above;

(b) alleviate or otherwise contain a legitimate, bona fide harmful and/or noxious use of the Property, in which event the ordinance shall contain the most minimal and least intrusive alternative possible, and shall not, in any event, be imposed arbitrarily; or

(c) maintain City's compliance with non-City and state sewerage, water system and utility regulations. However, the City as the provider of wastewater collection and treatment for this development shall make all reasonable best efforts to insure that the wastewater facilities are adequately sized and of the proper technology so as to avoid any sewage caused moratorium.

In the event of any such moratorium, future ordinance, resolution, rule or regulation, unless taken pursuant to the three exceptions contained above, Master Developer shall continue to be entitled to apply for and receive consideration of Entitlement Requests and other applications contemplated in Section 3 in accordance with the Applicable Rules.

3.07. Property Dedications to City. Except as provided in herein, any real property (and fixtures thereupon) transferred or dedicated to City or any other public entity shall be free and clear of any mortgages, deeds of trust, liens or encumbrances (except for any encumbrances that existed on the patent at the time it was delivered to Master Developer from the United States of America).

SECTION THREE (A)

MAINTENANCE OF THE COMMUNITY

3(A).01 Maintenance of Public and Common Areas.

(a) Master Community HOA. Master Developer agrees to organize a Master HOA or Similar Entity to manage and maintain sidewalk, common landscape areas, any landscaping within the street rights-of-way including median islands, private drainage facilities located within common elements, including but not limited to, rip-rap lined channels and natural arroyos as determined by the Master Drainage Study or applicable Technical Drainage Studies, but excluding City dedicated public streets,

curbs, gutters, streetlights upon City-dedicated public streets, City owned traffic control devices and traffic control signage and permanent flood control facilities.

(b) Maintenance Obligations of the Master HOA and Sub-HOAs. The Master HOA or Similar Entity and the Sub-HOAs (which hereinafter may be referred to collectively as the "HOAs") shall be responsible to maintain in good condition and repair all common areas that are transferred to them for repair and maintenance (the "Maintained Facilities"), including, but not limited to developed and undeveloped sidewalks, private streets, private alleys, private drives, landscaped areas, parks and park facilities, trails, amenity zones, and any landscaping in, on and around medians and public rights-of-way.

Master Developer acknowledges and agrees that the Master HOA or Similar Entity and Sub-HOA (as applicable) are common-interest communities created and governed by declarations ("Declarations") as such term is defined in NRS 116.037. The Declarations will be recorded by Master Developer or Designated Builders as an encumbrance against the property to be governed by the appropriate HOA. In each case, the HOA shall have the power to assess the encumbered property to pay the cost of such maintenance and repair and to create and enforce liens in the event of the nonpayment of such assessments. Master Developer further agrees that such Declarations will contain a covenant running to the benefit of City, and enforceable by City, that such facilities will be maintained in good condition and repair. Such HOAs will be Nevada not-for-profit corporations with a board of directors elected by the subject owners, provided, however, that Master Developer may control the board of directors of such HOA for as long as permitted by applicable law.

(c) The Declaration for the Master HOA, when it has been fully executed and recorded with the office of the Clark County Recorder, shall contain (or effectively contain) the following provisions:

(i) that the governing board of the HOA must have the power to maintain the Maintained Facilities;

(ii) that the plan described in Section 3A.02 can only be materially amended by the Master HOA or Similar Entity board;

(iii) that the powers under the Declaration cannot be exercised in a manner that would defeat or materially and adversely affect the implementation of the Maintenance Plan defined below; and

(iv) that in the event the Master HOA fails to maintain the Maintained Facilities in accordance with the provisions of the plan described in Section 3A.02, City may exercise its rights under the Declaration, including the right of City to levy assessments on the property owners for costs incurred by City in maintaining the Maintained Facilities, which assessments shall constitute liens against the land and the individual lots within the subdivision which may be executed upon. Upon request, City shall have the right to review the Declaration for the sole purpose of determining compliance with the provisions of this Section.

3(A).02 Maintenance Plan. For park and common areas, maintained by the Master HOA or Similar Entity or Sub-HOA (as applicable) the corresponding Declaration pursuant to this Section shall provide for a plan of maintenance.

3(A).03 Release of Master Developer. Following Master Developer's creation of HOAs to maintain the Maintained Facilities, and approval of the maintenance plan with respect to each HOA, City will hold each HOA responsible for the maintenance of the Maintained Facilities in each particular development covered by each Declaration and Master Developer shall have no further liability in connection with the maintenance and operation of such particular Maintained Facilities. Notwithstanding the preceding sentence, Master Developer shall be responsible for the plants, trees, grass, irrigation systems, and any other botanicals or mechanical appurtenances related in any way to the Maintained Facilities pursuant to any and all express or implied warranties provided by Master Developer to the HOA under NRS Chapter 116.

3(A).04 City Maintenance Obligation Acknowledged. City acknowledges and agrees that all permanent flood control facilities including but not limited to those improvements identified in the Master Drainage Study or applicable Technical Drainage Studies for public maintenance and all City dedicated public streets (excluding any landscape within the right-of-way), associated curbs, gutters, City-owned traffic control devices, signage, and streetlights upon City-dedicated public streets within the Community and accepted by the City will be maintained by City in good condition and repair at the City's sole cost and expense. City reserves the rights to modify existing sidewalks and the installation of sidewalk ramps and install or modify traffic control devices on common lots abutting public streets at the discretion of the Director of Public Works. Master Developer or Master HOA or Similar Entity will maintain all temporary

detention basins or interim facilities identified in the Master Drainage Study or applicable Technical Drainage Studies. The City agrees to cooperate with the Master Developer and will diligently work with Master Developer to obtain acceptance of all permanent drainage facilities.

SECTION FOUR

DEFAULT

4.01 Opportunity to Cure; Default. In the event of any noncompliance with any provision of this Agreement, the Party alleging such noncompliance shall deliver to the other by certified mail a ten (10) day notice of default and opportunity to cure. The time of notice shall be measured from the date of receipt of the certified mailing. The notice of noncompliance shall specify the nature of the alleged noncompliance and the manner in which it may be satisfactorily corrected, during which ten (10) day period the party alleged to be in noncompliance shall not be considered in default for the purposes of termination or institution of legal proceedings.

If the noncompliance cannot reasonably be cured within the ten (10) day cure period, the non-compliant Party may timely cure the noncompliance for purposes of this Section 4 if it commences the appropriate remedial action with the ten (10) day cure period and thereafter diligently prosecutes such action to completion within a period of time acceptable to the non-breaching Party. If no agreement between the Parties is reached regarding the appropriate timeframe for remedial action, the cure period shall not be longer than ninety (90) days from the date the ten (10) day notice of noncompliance and opportunity to cure was mailed to the non-compliant Party.

If the noncompliance is corrected, then no default shall exist and the noticing Party shall take no further action. If the noncompliance is not corrected within the relevant cure period, the non-complaint Party is in default, and the Party alleging non-compliance may declare the breaching Party in default and elect any one or more of the following courses.

(a) Option to Terminate. After proper notice and the expiration of the above-referenced period for correcting the alleged noncompliance, the Party alleging the default may give notice of intent to amend or terminate this Agreement as authorized by NRS Chapter 278. Following any such notice of intent to amend or terminate, the matter shall be scheduled and noticed as required by law for

consideration and review solely by the City Council.

(b) Amendment or Termination by City. Following consideration of the evidence presented before the City Council and a finding that a substantial default has occurred by Master Developer and remains uncorrected, City may amend or terminate this Agreement pursuant to NRS 278. Termination shall not in any manner rescind, modify, or terminate any vested right in favor of Master Developer, as determined under the Applicable Rules, existing or received as of the date of the termination. Master Developer shall have twenty-five (25) days after receipt of written notice of termination to institute legal action pursuant to this Section to determine whether a default existed and whether City was entitled to terminate this Agreement. Should City terminate this Agreement, City agrees that, at the request of the Master Developer, the zoning on the Property shall revert back to the zoning on the Effective Date of this Agreement.

(c) Termination by Master Developer. In the event City substantially defaults under this Agreement, Master Developer shall have the right to terminate this Agreement after the hearing set forth in this Section. Master Developer shall have the option, in its discretion, to maintain this Agreement in effect, and seek to enforce all of City's obligations by pursuing an action pursuant to this Section 4.

4.02. Unavoidable Delay; Extension of Time. Neither party hereunder shall be deemed to be in default, and performance shall be excused, where delays or defaults are caused by war, national disasters, terrorist attacks, insurrection, strikes, walkouts, riots, floods, earthquakes, fires, casualties, third-party lawsuits, or acts of God. If written notice of any such delay is given to one Party or the other within thirty (30) days after the commencement thereof, an automatic extension of time, unless otherwise objected to by the party in receipt of the notice within thirty (30) days of such written notice, shall be granted coextensive with the period of the enforced delay, or longer as may be required by circumstances or as may be subsequently agreed to between City and Master Developer.

4.03. Limitation on Monetary Damages. City and the Master Developer agree that they would not have entered into this Agreement if either were to be liable for monetary damages based upon a breach of this Agreement or any other allegation or cause of action based upon or with respect to this Agreement. Accordingly, City and Master Developer (or its permitted assigns) may pursue any course of action at law or in equity available for breach of contract, except that neither Party shall be liable to the

other or to any other person for any monetary damages based upon a breach of this Agreement or any other allegation or cause of action based upon or with respect to this Agreement. Notwithstanding the foregoing, the Parties are not waiving any rights afforded to them under NRS 278.0233 or any other provisions of NRS 278.

4.04. Venue. Jurisdiction for judicial review under this Agreement shall rest exclusively with the Eighth Judicial District Court, County of Clark, State of Nevada or the United States District Court, District of Nevada. The parties agree to mediate any and all disputes prior to filing of an action in the Eighth Judicial District Court unless seeking injunctive relief.

4.05. Waiver. Failure or delay in giving notice of default shall not constitute a waiver of any default. Except as otherwise expressly provided in this Agreement, any failure or delay by any party in asserting any of its rights or remedies in respect of any default shall not operate as a waiver of any default or any such rights or remedies, or deprive such party of its right to institute and maintain any actions or proceedings that it may deem necessary to protect, assert, or enforce any of its rights or remedies.

4.06. Applicable Laws; Attorneys' Fees. This Agreement shall be construed and enforced in accordance with the laws of the State of Nevada. Each party shall bear its own attorneys' fees and court costs in connection with any legal proceeding hereunder.

SECTION FIVE

GENERAL PROVISIONS

5.01. Duration of Agreement. The Term of this Agreement shall commence upon the Effective Date and shall expire on the thirtieth (30) anniversary of the Effective Date, unless terminated earlier pursuant to the terms hereof. City agrees that the Master Developer shall have the right to request extension of the Term of this Agreement for an additional five (5) years upon the following conditions:

- (a) Master Developer provides written notice of such extension to City at least one hundred-eighty (180) days prior to the expiration of the original Term of this Agreement;
- (b) Master Developer is not in default of this Agreement; and
- (c) Master Developer and City enter into an amendment to this Agreement memorializing the extension of the Term.

5.02. Assignment.

The Parties acknowledge that the intent of this Agreement is that there is a Master Developer responsible for all of the obligations in this Agreement throughout the Term of this Agreement.

(a) At any time during the Term, Master Developer and its successors-in-interest shall have the right to sell, assign or transfer all of its rights, title and interests to this Agreement (a "Transfer") to any person or entity (a "Transferee"). Except in regard to Transfers to Pre-Approved Transferees (which does not require any consent by the City as provided in Section 5.02(b) below), prior to consummating any Transfer, Master Developer shall obtain from the City written consent to the Transfer as provided for in this Agreement, which consent shall not be unreasonably withheld, delayed or conditioned. Master Developer's written request shall provide reasonably sufficient detail and any non-confidential, non-proprietary supporting evidence necessary for the City to consider and respond to Master Developer's request. Master Developer shall provide information to the City that Transferee, its employees, consultants and agents (collectively "Transferee Team") has: (i) the financial resources necessary to develop the Community, in accordance with the terms and conditions of this Agreement, or (ii) experience and expertise in developing projects similar in scope to the Community. The Master Developer's request, including approval of the Assignment and Assumption Agreement reasonably acceptable to the City, shall be promptly considered by the City Council for their approval or denial within forty-five (45) days from the date the City receives Master Developer's written request. Upon City's approval and the full execution of an Assignment and Assumption Agreement by City, Master Developer and Transferee, the Transferee shall thenceforth be deemed to be the Master Developer and responsible for all of the obligations in this Agreement and Master Developer shall be fully released from the obligations in this Agreement.

(b) Pre-Approved Transferees. Notwithstanding anything in this Agreement to the contrary, the following Transferees constitute "Pre-Approved Transferees," for which no City consent shall be required provided that such Pre-Approved Transferees shall assume in writing all obligations of the Master Developer hereunder by way of an Assignment and Assumption Agreement. The Assignment and Assumption Agreement shall be approved by the City Manager, whose approval shall not be unreasonably withheld, delayed or conditioned. The Assignment and Assumption Agreement shall be executed by the Master Developer and Pre-Approved Transferee and acknowledged by the City

Manager. The Pre-Approved Transferee shall thenceforth be deemed to be the Master Developer and be responsible for all of the obligations in this Agreement and Master Developer shall be fully released from the obligations in this Agreement.

- 1) An entity owned or controlled by Master Developer or its Affiliates;
- 2) Any Investment Firm that does not plan to develop the Property. If

Investment Firm desires to: (i) develop the Property, or (ii) Transfer the Property to a subsequent Transferee that intends to develop the Property, the Investment Firm shall obtain from the City written consent to: (i) commence development, or (ii) Transfer the Property to a subsequent Transferee that intends to develop the Property, which consent shall not be unreasonably withheld, delayed or conditioned. Investment Firm's written request shall provide reasonably sufficient detail and any non-confidential, non-proprietary supporting evidence necessary for the City Council to consider. Investment Firm shall provide information to the City that Investment Firm or Transferee and their employees, consultants and agents (collectively "Investment Firm Team" and "Transferee Team", respectively) that intends to develop the Property has: (i) the financial resources necessary to develop the Community, in accordance with the terms and conditions of this Agreement, or (ii) experience and expertise in developing projects similar in scope to the Community. The Investment Firm's request, including approval of the Assignment and Assumption Agreement reasonably acceptable to the City, shall be promptly considered by the City Council for their approval or denial within forty-five (45) days from the date the City receives Master Developer's written request. Upon City's approval and full execution of an Assignment and Assumption Agreement by City, Investment Firm and Transferee, the Transferee shall thenceforth be deemed to be the Master Developer and responsible for the all of the obligations in this Agreement.

(c) In Connection with Financing Transactions. Master Developer has full and sole discretion and authority to encumber the Property or portions thereof, or any improvements thereon, in connection with financing transactions, without limitation to the size or nature of any such transaction, the amount of land involved or the use of the proceeds therefrom, and may enter into such transactions at any time and from time to time without permission of or notice to City. All such financing transactions shall be subject to the terms and conditions of this Agreement.

5.03. Sale or Other Transfer Not to Relieve the Master Developer of its Obligation. Except as expressly provided herein in this Agreement, no sale or other transfer of the Property or any subdivided development parcel shall relieve Master Developer of its obligations hereunder, and such assignment or transfer shall be subject to all of the terms and conditions of this Agreement, provided, however, that no such purchaser shall be deemed to be the Master Developer hereunder. This Section shall have no effect upon the validity of obligations recorded as covenants, conditions, restrictions or liens against parcels of real property.

5.04 Indemnity; Hold Harmless. Except as expressly provided in this Agreement, the Master Developer shall hold City, its officers, agents, employees, and representatives harmless from liability for damage or claims for damage for personal injury, including death and claims for property damage which may arise from the direct or indirect operations of Master Developer or those of its contractors, subcontractors, agents, employees, or other persons acting on Master Developer's behalf which relate to the development of the Community. Master Developer agrees to and shall defend City and its officers, agents, employees, and representatives from actions for damages caused or alleged to have been caused by reason of Master Developer's activities in connection with the development of the Community other than any challenges to the validity of this Agreement or City's approval of related entitlements. Master Developer and City agree to equally pay all costs and attorneys fees for a defense in any legal action filed in a court of competent jurisdiction by a third party alleging any such claims or challenging the validity of this Agreement. The provisions of this Section shall not apply to the extent such damage, liability, or claim is proximately caused by the intentional or negligent act of City, its officers, agent, employees, or representatives. This section shall survive any termination of this Agreement.

5.05. Binding Effect of Agreement. Subject to this Agreement, the burdens of this Agreement bind, and the benefits of this Agreement inure to, the Parties' respective assigns and successors-in-interest and the property which is the subject of this Agreement.

5.06 Relationship of Parties. It is understood that the contractual relationship between City and Master Developer is such that Master Developer is not an agent of City for any purpose and City is not an agent of Master Developer for any capacity.

5.07 Counterparts. This Agreement may be executed at different times and in multiple

counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any signature page of this Agreement may be detached from any counterpart without impairing the legal effect to any signatures thereon, and may be attached to another counterpart, identical in form thereto, but having attached to it one or more additional signature pages. Delivery of a counterpart by facsimile or portable document format (pdf) through electronic mail transmission shall be as binding an execution and delivery of this Agreement by such Party as if the Party had delivered an actual physical original of this Agreement with an ink signature from such Party. Any Party delivering by facsimile or electronic mail transmission shall promptly thereafter deliver an executed counterpart original hereof to the other Party.

5.08 Notices. All notices, demands and correspondence required or provided for under this Agreement shall be in writing. Delivery may be accomplished in person, by certified mail (postage prepaid return receipt requested), or via electronic mail transmission. Mail notices shall be addressed as follows:

To City:	City of Las Vegas 495 South Main Street Las Vegas, Nevada 89101 Attention: City Manager Attention: Director of the Department of Planning
To Master Developer:	180 LAND COMPANY LLC 1215 Fort Apache Road, Suite 120 Las Vegas, NV 89117
Copy to:	Chris Kaempfer Kaempfer Crowell 1980 Festival Plaza Drive, Suite 650 Las Vegas, Nevada 89135

Either Party may change its address by giving notice in writing to the other and thereafter notices, demands and other correspondence shall be addressed and transmitted to the new address. Notices given in the manner described shall be deemed delivered on the day of personal delivery or the date delivery of mail is first attempted.

5.09 Entire Agreement. This Agreement constitutes the entire understanding and agreement of the Parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental

hereto and supersedes all negotiations or previous agreements between the Parties with respect to all of any part of the subject matter hereof.

5.10 Waivers. All waivers of the provisions of this Agreement shall be in writing and signed by the appropriate officers of Master Developer or approved by the City Council, as the case may be.

5.11 Recording; Amendments. Promptly after execution hereof, an executed original of this Agreement shall be recorded in the Official Records of Clark County, Nevada. All amendments hereto must be in writing signed by the appropriate officers of City and Master Developer in a form suitable for recordation in the Official Records of Clark County, Nevada. No amendment of this Agreement shall in and of itself amend the Major Modification to the 1990 Peccole Ranch Master Plan attached hereto as **Exhibit "C"** unless that is the expressed intention of the Parties to do so as it relates to the Property. Upon completion of the performance of this Agreement, a statement evidencing said completion, shall be signed by the appropriate officers of the City and Master Developer and shall be recorded in the Official Records of Clark County, Nevada. A revocation or termination shall be signed by the appropriate officers of the City or Master Developer and shall be recorded in the Official Records of Clark County, Nevada.

5.12 Headings; Exhibits; Cross References. The recitals, headings and captions used in this Agreement are for convenience and ease of reference only and shall not be used to construe, interpret, expand or limit the terms of this Agreement. All exhibits attached to this Agreement are incorporated herein by the references contained herein. Any term used in an exhibit hereto shall have the same meaning as in this Agreement unless otherwise defined in such exhibit. All references in this Agreement to sections and exhibits shall be to sections and exhibits to this Agreement, unless otherwise specified.

5.13 Release. Each residential lot shown on a recorded Subdivision Map within the Community shall be automatically released from the encumbrance of this Agreement without the necessity of executing or recording any instrument of release upon the issuance of a building permit for the construction of a residence thereon.

5.14 Severability of Terms. If any term or other provision of this Agreement is held to be invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect, provided that the invalidity, illegality or unenforceability of such terms does not materially impair the Parties' ability to consummate

the transactions contemplated hereby. If any term or other provision is invalid, illegal or incapable of being enforced, the Parties hereto shall, if possible, amend this Agreement so as to affect the original intention of the Parties.

5.15 Exercise of Discretion. Wherever a Party to this Agreement has discretion to make a decision, it shall be required that such discretion be exercised reasonably unless otherwise explicitly provided in the particular instance that such decision may be made in the Party's "sole" or "absolute" discretion or where otherwise allowed by applicable law.

5.16 No Third Party Beneficiary. This Agreement is intended to be for the exclusive benefit of the Parties hereto and their permitted assignees. No third party beneficiary to this Agreement is contemplated and none shall be construed or inferred from the terms hereof. In particular, no person purchasing or acquiring title to land within the Community, residing in the Community, or residing outside the Community shall, as a result of such purchase, acquisition or residence, have any right to enforce any obligation of Master Developer or City nor any right or cause of action for any alleged breach of any obligation hereunder by either party hereto.

5.17 Gender Neutral. In this Agreement (unless the context requires otherwise), the masculine, feminine and neutral genders and the singular and the plural include one another.

SECTION SIX

REVIEW OF DEVELOPMENT

6.01 Frequency of Reviews. As provided by NRS Chapter 278, Master Developer shall appear before the City Council to review the development of the Community. The Parties agree that the first review occur no later than twenty-four (24) months after the Effective Date of this Agreement, and again every twenty-four (24) months on the anniversary date of that first review thereafter or as otherwise requested by City upon fourteen (14) days written notice to Master Developer. For any such review, Master Developer shall provide, and City shall review, a report submitted by Master Developer documenting the extent of Master Developer's and City's material compliance with the terms of this Agreement during the preceding period.

[Signatures on following pages]

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In Witness Whereof, this Agreement has been executed by the Parties on the day and year first
above written.

CITY:

CITY COUNCIL, CITY OF LAS VEGAS

By:

Mayor

Approved as to Form:

Deputy City Attorney

Attest:

City Clerk

By:

LuAnn Holmes, City Clerk

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03/17/16

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MASTER DEVELOPER

180 LAND COMPANY LLC,

a Nevada limited liability company

By: _____

Name: _____

Title: _____

SUBSCRIBED AND SWORN TO before me

on this ____ day of _____,

2015.

Notary Public in and for said County and State

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EXHIBITS

- A. Property Legal Description
- B. Master Land Use Plan with Development Areas
- C. 2016 Peccole Ranch Master Plan (Major Modification to the 1990 Peccole Ranch Master Plan)
- D. The Two Fifty Design Guidelines

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Exhibit A

DESCRIPTION

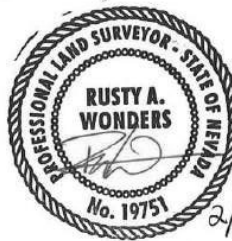
LOTS 1, 3, AND 4 AS SHOWN IN FILE 120, PAGE 49 OF PARCEL MAPS ON FILE AT THE CLARK COUNTY, NEVADA RECORDER'S OFFICE, LYING WITHIN THE EAST HALF (E 1/2) OF SECTION 31 AND THE WEST HALF (W 1/2) OF SECTION 32, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA.

TOGETHER WITH LOTS 1 AND 2 AS SHOWN IN FILE 120, PAGE 91 OF PARCEL MAPS ON FILE AT THE CLARK COUNTY, NEVADA RECORDER'S OFFICE, LYING WITHIN THE EAST HALF (E 1/2) OF SECTION 31 AND THE WEST HALF (W 1/2) OF SECTION 32, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA.

CONTAINING 250.92 ACRES, MORE OR LESS.

END OF DESCRIPTION.

RUSTY A. WONDERS, PLS
PROFESSIONAL LAND SURVEYOR
NEVADA LICENSE NO. 19751



2/24/16
Exp. 6/30/16

F:\Survey\800\840-050-002\Documents\Legals\840-050-002_LE02.docx - Page 1 of 1

GCW, INC.

1555 SOUTH RAINBOW BLVD./LAS VEGAS, NEVADA 89146/TEL: (702) 804-2000/FAX: (702) 804-2299

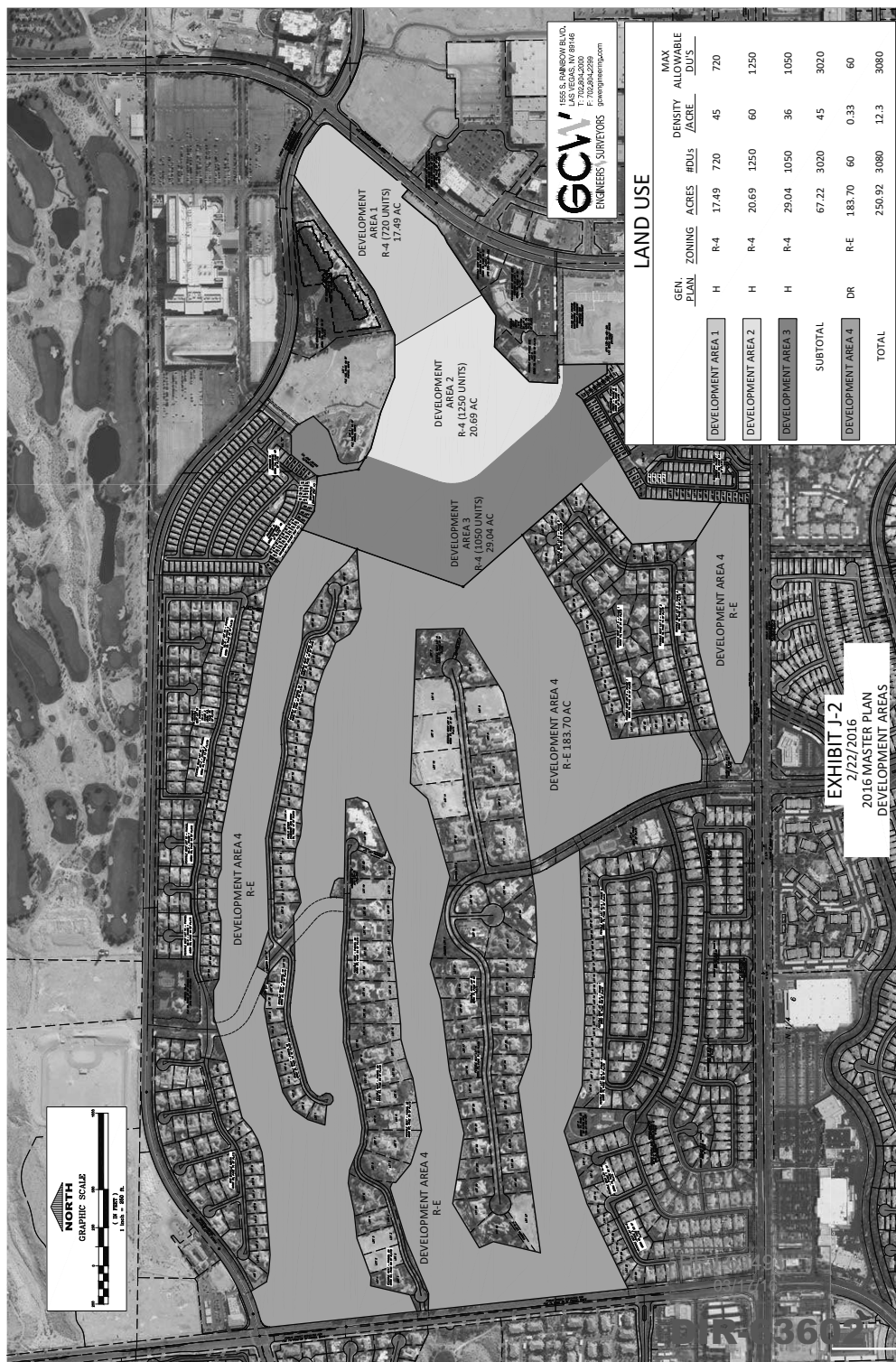
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PECCOLE RANCH MASTER PLAN

2016 Peccole Ranch Master Plan -
Major Modification of 1990 Peccole Ranch Master Plan

PREPARED FOR and BY:

180 Acres LLC, Seventy Acres LLC
and Fore Stars Ltd
1215 S. Ft. Apache Rd., Suite #120,
Las Vegas, NV 89117

(Collectively, "Applicants")

GCW Engineering
1555 S. Rainbow Blvd.
Las Vegas, NV 89146

Kaempfer Crowell
1980 Festival Plaza Drive, Suite. 650
Las Vegas, NV 89135-2958

February 23, 2016

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EXHIBITS

- Exhibit A 1989 Peccole Ranch Master Plan
- Exhibit B 1990 Peccole Ranch Master Plan
- Exhibit C Area Plan As Submitted With the Proposed and Subsequently
Approved 1990 Peccole Ranch Master Plan
- Exhibit D Peccole Ranch Master Plan Properties Both As-built
And As Presently Zoned
- Exhibit E-1 Peccole Ranch Master Plan As-Built (Exhibit D)
Overlaid On 1989 Approved Peccole Ranch Master Plan
(Exhibit A)
- Exhibit E-2 Golf Course Location in 1989 Approved Peccole Ranch
Master Plan vs. Current Location
- Exhibit F-1 Peccole Ranch Master Plan As-built (Exhibit D)
Overlaid On the 1990 Peccole Ranch Master Plan
(Exhibit B)
- Exhibit F-2 Golf Course Location in 1990 Peccole Ranch
Master Plan vs. Current Location
- Exhibit G 2016 Master Plan (Major Modification to the 1990 Master Plan)
- Exhibit H City of Las Vegas Zoning Verification Letter dated December 30, 2014
- Exhibit I Peccole Ranch Master Plan – 250.92 Acreage Tabulations with Both Current
And Proposed Zoning and General Plan Designations
- Exhibit J-1 2016 Master Plan Reflecting Repurposed Uses of the 250.92 Acre Property
- Exhibit J-2 2016 Master Plan's Development Areas
- Exhibit K-1 183.71 Acre Estates: Land Between Orient Express and Winter Palace -
Existing
- Exhibit K-2 183.71 Acre Estates: Land Between Orient Express and Winter Palace –
Conceptual Pursuant to 2016 Master Plan

- Exhibit L-1 2016 Conceptual Site Plan for 67.21 Acres Luxury Multi Family
- Exhibit L-2 2016 Conceptual Site Plan - Open Space Diagram for 67.21 Acres Luxury Multi Family
- Exhibit M ULI: High-Density Development – Myth and Fact
- Exhibit M-2 Brookings Institute Report
- Exhibit N Golf Courses within 4.5 Mile Radius
- Exhibit O Economic and Fiscal Benefits Study
- Exhibit P Land Use Data – 1989 versus 1990 Master Plan’s Acres Reconciliation
- Exhibit Q Land Use Data - 1990 Master Plan Acreage and Dwelling Unit Data
- Exhibit R Land Use Data – Master Plan Data Showing As-Built As Of February, 2016
- Exhibit S Land Use Data – Master Plan With Its February 2016 As Built Except The 250.92 Acres Currently Used As Golf Course Are Shown With Their Proposed Estate Lot And Luxury Multi Family Uses in this 2016 Master Plan
- Exhibit T Land Use Data – Master Plan Comparative Charts
- Exhibit U Residential Development Standards Table

PECCOLE RANCH MASTER PLAN

Section I - Introduction

In early 1990, the 1,569.6 acre proposed 1990 Peccole Ranch Master Plan was submitted to the City of Las Vegas for:

- the approval of an Amendment to the 1989 overall Conceptual Peccole Ranch Master Plan; and
- the rezoning of the 996.4 acres in Phase Two of the Peccole Ranch Master Plan to zoning designations of R-PD7, R-3, and C-1.

The narrative in the 1990 *Proposed* Peccole Ranch Master Plan described the intent of that Plan and compared the 1990 *Proposed* Peccole Ranch Master Plan with the *previously approved* 1989 Peccole Ranch Master Plan (hereinafter "1989 Master Plan"). This narrative clearly referenced that the 1990 *Proposed* Peccole Ranch Master Plan was intended to be "Conceptual" in nature. This reference certainly was in keeping with how the Peccole Ranch Master Plan has been implemented over the past 26 years; as there are very significant variances from what was proposed to be built in the 1990 *Approved* Peccole Ranch Master Plan (hereinafter "1990 Master Plan") and what was actually built.

The 1990 Master Plan was last updated with Las Vegas City Council approval on April 4, 1990. All subsequent development was approved and conducted without amendments to the 1990 Master Plan, notwithstanding non-conformity to the 1990 Master Plan. This 2016 Proposed Peccole Ranch Master Plan (hereinafter "2016 Master Plan") represents a Major Modification to the 1990 Master Plan. As requested by the City of Las Vegas, this Major Modification reflects development under the 1990 Master Plan as it was actually built including for the 250.92 acres on which the golf course is currently operated. This 250.92 acres is hereinafter referred to as "Property". This Major Modification also reflects the repurposed uses sought by Applicants on the Property as follows:

- 183.71 acres: This 183.71 acres coming partially from each the 253.07 acres designated as "Golf Course/Open Space/Drainage" and 729.49 acres designated "Single- Family" in the 1990 Master Plan, are redesignated as "Estate Lots" in this 2016 Master Plan.
 - However, Applicants have chosen to provide a maximum of only 60 home sites on this entire 183.71 acres; with approximately 120 acres reserved for conservation purposes. (It is important to note that this reduction in permitted density from the already existing R-PD7 zoning, up to 7.49 Units per acre, is entirely voluntary and is not for the purpose of satisfying any City imposed open space requirement or otherwise serve in any regard as a "quid pro quo".)
- 67.21 acres: This 67.21 acres coming partially from each the 253.07 acres designated as "Golf Course/Open Space/Drainage" and 729.49 acres designated "Single- Family" in the 1990

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Master Plan, are redesignated as “Luxury Multi Family” in the 2016 Master Plan allowing a total of 3020 Luxury Multi Family Units.

By approval of this Major Modification, the 2016 Master Plan will reflect the as-built condition of the Master Planned property and, as noted above, the repurposed uses on the Property.

The 1989 Master Plan (**Exhibit A**) which was approved by the City of Las Vegas on February 15, 1989 comprised 1,716.3 acres. The 1990 Master Plan (**Exhibit B**) illustrated a reduction in the 1,716.3 acreage due to the elimination since the 1989 Master Plan of a previously included Multi-Family parcel and several neighborhood commercial/office parcels totaling 83.9 acres. (These parcels lay on both the north and south sides of Charleston Boulevard between Rampart Boulevard and Durango Drive.). The 10.9 acre water storage parcel owned and managed by the Las Vegas Valley Water District was also removed since the 1989 Master Plan. Another 51.84 acres with various land uses, some relating to the right of ways associated with the aforementioned land removed, were also removed since the 1989 Master Plan. Consequently, the 1990 Master Plan comprised 1,569.6 acres with 573.2 acres in Phase One and 996.4 acres in Phase Two.

The 1990 Master Plan noted that:

*“The Peccole Ranch Master Plan is located within the northwest and southwest growth areas of the Las Vegas Metropolitan Area (**Exhibit C**), and has an excellent time-distance relationship to surrounding support services, employment centers, and transportation network including McCarran International Airport. This particular area of the Valley has been experiencing a rapid growth rate as demonstrated by these developments occurring in the Peccole Ranch vicinity.... Planning efforts for planned communities promote viable growth, compatibility with adjacent uses, and a commitment to quality. It is this trend that became the basis of a Plan that would maintain flexibility to accommodate future market changes. The Plan is conceptual in nature to allow detailed planning at the time of development. In this way the lifestyles of the anticipated population can be met”. (Emphasis added)*

The above statements were in fact, necessary and appropriate in 1990 and are even more necessary and appropriate today. The 1990 Master Plan was specifically intended, designed and drafted to, "maintain flexibility to accommodate future market changes" with a clear recognition that, “The Plan is conceptual in nature to allow detailed planning at the time of development.” In fact, the developer under the 1990 Master Plan went to great lengths to both maintain and protect maximum flexibility for development purposes. This flexibility is evidenced, in particular, by the fact that the developer, while creating a golf course use on the property, nevertheless insisted that this same golf course property continually retain its R-PD7 zoning classification (**Exhibit D**), and that the development potential of this golf course property be disclosed, so that if and when changing market or other conditions necessitated it, the Property could be developed with, among other things, already permitted residential use.

To further evidence this flexibility of purpose, and as can be seen in **Exhibits E-2 and F-2**, the as-built condition of the Master Plan property is not at all similar to either the 1989 or 1990 Approved Master Plans.

The repurposing of uses, reflected in the 2016 Master Plan, of the Property presently used

for golf course is in response to continued market changes, not the least of which is the erosion of the golf industry, an erosion from which Las Vegas is not exempt. The number of golfers in the United States has fallen from a high of nearly 30 million in 2000 to less than 22 million today. That is a reduction of over 25%. Additionally, continually escalating operating costs, the cost of water and its availability (especially in a desert community such as Las Vegas), dramatic reduction in revenues and a significant demand/supply imbalance have rendered many golf courses simply financially unsustainable and/or terribly underperforming. Nationally, golf course closures, 732 in the last 4 years, 1503 in the last ten years (*and 234 closures in 2015, alone*), with more closures planned or anticipated over the next several years, has necessitated golf course land owners and local jurisdictions to come together with respect to the repurposing of what was once golf course land.

The previously approved 1989 and 1990 Peccole Ranch Master Plans incorporated office, neighborhood commercial, a nursing home, and a mixed use village center around a strong residential base in a cohesive manner. A destination resort-casino, commercial/ office and commercial center were approved in the most northern portion of the project area. Special attention was given to the compatibility of neighboring uses for smooth transitioning, circulation patterns, convenience and aesthetics. The vision and goal of those Master Plans continues with this 2016 Master Plan.

Also of importance to the 2016 Master Plan is the nearby and conveniently located transportation network, consisting of “freeways” such as I-215, US-95 and the Summerlin Parkway and major section lines roadways, including Durango Drive, Charleston Boulevard, Sahara Avenue, Rampart Boulevard, Hualapai Way and Town Center Drive. All of these freeways and roadways are designed to carry elevated amounts of traffic volumes, including the traffic that will result from the repurposed uses under this 2016 Master Plan. A traffic study to address traffic considerations is being prepared and will be submitted to the City in support of this Major Modification.

In 1989 and again in 1990, The Peccole Ranch Master Plan was designed to benefit the current and long range needs of the Las Vegas Metropolitan Area. The same is true of this 2016 Master Plan. Overall project character and identity of the Property now proposed to be developed as outlined in this 2016 Master Plan will continue to reflect the highest standards of quality as demonstrated by the many adjacent and nearby developments built by affiliated companies of the Applicants. Such development includes the building of: (i) forty (40) very high end estate homes, built in Queensridge North and South, representing nearly 40% of all estate homes in Queensridge North and South, (ii) the towers at One Queensridge Place, (iii) Tivoli Village, (iv) Fort Apache Commons and (v) Sahara Center, *all built upon Peccole Ranch Master Plan properties.*

Section II - 2016 Master Plan Compared to 1990 Master Plan

This 2016 Master Plan (**Exhibit G**) is an amendment to the 1990 Master Plan which was approved by the City of Las Vegas on April 4, 1990. As shown by the as-built, and as reflected in the **Exhibit F-2** overlay, the differences between the two Plans are very extensive and include:

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1. Seventy-eight (78) Single-Family lots and four (4) common area lots (or portions thereof) in Phase Two were built on land designated for Golf Course/Open Space/Drainage.
2. An additional nine (9) holes of golf course, on approximately 70 acres, were not contemplated at the time of the 1990 Master Plan, but were ultimately constructed upon property designated Single-Family and zoned RPD-7.
3. One hundred forty-one (141) acres of golf course were built on land not designated as Golf Course/Open Space/Drainage.
4. Dozens of Single Family residences in Phase One were constructed in areas designated Golf Course/Open Space/Drainage.
5. A mixed-use commercial development was constructed at the southwest corner of Charleston Boulevard and Fort Apache Road on a parcel that was designated as a Nursing Home.
6. Single-Family developments were constructed on the 19.7 acre site designated as a Schools.
7. Single-Family developments were constructed at the northwest corner of Durango Drive and Alta Drive on 63.44 acres designated as Commercial Center.
8. The 19 acre designated Commercial parcel at the northeast corner of Charleston Boulevard and Hualapai Way has been built out as Single-Family residential.
9. The 32 acre designated Multi-Family parcel at the northwest corner of Charleston Boulevard and Apple Drive has been built out as Single-Family residential.
10. The as-built location of Alta Drive bears no resemblance at all with its designated Right-of-Way use location.

Section III - Residential

The entirety of the Property presently used as golf course (except for 4.5 acres zoned PD) is zoned R-PD7 as reflected in Clark County Records and as confirmed in City of Las Vegas Zoning Verification Letter dated December 30, 2014 (**Exhibit H**). By approval of this 2016 Master Plan (Major Modification), the additional zoning designations of R-E and R-4 will be added to be consistent with the planned development of the Estate Lots and Luxury Multi Family.

The demand for housing remains strong in the Peccole Ranch Master Plan area, reflecting the continued volume of in-migration to the Las Vegas Valley and internal population growth. The repurposed designations of the above Property are based upon market conditions and the continuing market demand for extremely high end Estate Lots/custom homes as well as Luxury Multi Family homes, both of which are reflected as part of this 2016 Master Plan.

Exhibits J-1 and J-2 reflect the repurposed land uses and Development Areas of the Property.

In particular, the 183.71 acres is devoted to very large Estate Lot development. **Exhibits K-1 and K-2** illustrate, by way of example an area between Orient Express Court and Winter Palace Drive that shows its current status compared to a conceptual rendering of its enhancement with the repurposing of the Property. Other portions of the 183.71 acres will have enhancements and open space commensurate with their lot sizes. These Estate Lots range in size from a *minimum* of one acre to *over 5 acres*. The *smallest lots* proposed under this 2016 Master Plan for these 183.71 acres, with only a couple of exceptions, are larger than the *largest lots* existing in Queensridge. These Estate Lots are one of a kind, representing a rare concentration of extremely large Estate Lots with quality design, construction and landscape guidelines in one Association, producing an unparalleled, luxury residential development.

Each Estate Lot to be developed will have a limited developable area. This means that the portion of the lot that is developed with footprints of the main residence and ancillary structures, (hereinafter "home site") will be limited as follows: The developable area for a home site on a one (1) acre lot will be limited to a maximum of 50% of the total lot or one-half (1/2) acre of the one acre lot. The developable area for a home site on a three (3) acre lot will be limited to a maximum of 33% of the total lot or one (1) acre of the three acre lot. The developable area for a home site on a five (5) acre lot will be limited to a maximum of 25% of the total lot or 1.25 acres of the 5 acre lot. Lots over 5 acres shall have a maximum developable area of 25% of the total lot. Home sites on lots not enumerated herein will be correspondingly sized. Lots smaller than one and one half (1 ½) acres may have a pool and its related structures, as well as hardscape, constructed outside the home site.

In addition to each Estate Lot having a limited developable area, each Estate Lot will also have enhanced landscaping, which may consist of large areas of both grass and/or artificial turf; with an abundance of trees planted throughout, and on the borders of, each Estate Lot. Water retention areas may be utilized on many of the larger lots, subject to appropriate governmental approval. A walking trail system throughout, or perhaps adjacent to, these 183.71 acres, that could have connectivity to Queensridge North and Queensridge South existing roadways and parks, could become part of this 2016 Master Plan (if and to the extent approved by the Queensridge Master Homeowner Association). **Exhibit J-1** shows in dark green the area to be developed with the large Estate Lots; again, ranging in size from a minimum of 1 acre to over 5 acres *and limited to a maximum of 60 home sites*. It is intended that the entirety of the 183.71 acres will be designated in the General Plan as Desert Rural Density Residential (DR) and zoned Residence Estates District (R-E).

Additionally, with the support and approval by the Queensridge Master Homeowner Association, and upon the implementation of the 2016 Master Plan, the approximate 4 acre and 1 acre sites, located near the Queensridge South and Queensridge North entrances, respectively, will be developed with enhanced park areas for the use and enjoyment of the respective Queensridge neighborhoods.

Finally, as part of the development of these large Estate Lots (and as described in more detail in the "Drainage" section below), box culverts will be put in place to carry the flows presently handled by open flow channels. An ancillary, yet very important, benefit to the Queensridge community from the placement of these box culverts is that the security of the community will be enhanced as these box culverts will eliminate the underpasses which operate as one of the ways a

variety of unauthorized and unwelcome people presently access the Property.

The 67.21 acres (consisting of 65.08 and 2.13 acres) shown in yellow on **Exhibit J-1** represent the area to be developed with Luxury Multi Family homes. This Luxury Multi Family development will be done in three Development Areas, with the first area consisting of the development of 720 Luxury Multi Family Units on the southwest corner of Rampart Boulevard and Alta Drive, specifically located on 17.49 acres and legally described as assessor parcel number 138-32-301-005 (**Exhibit J-2**, light green).

The balance of these 67.21 acres, that is, the 49.72 remaining acres, will be built out over time, as the second and third Development Areas and as market conditions permit, with a variety of Luxury Multi Family offerings.

The second Development Area is the approximately 20.69 acres that lie to the southwest of the aforementioned 17.49 acres (**Exhibit J-2**, yellow). Present development plans contemplate a combination of 4 to 6 story Luxury Multi Family offerings and 3 buildings similar in height to the adjacent One Queensridge Place, approved third tower. Again, the time frame for actual development is dependent on market conditions.

The third Development Area is the approximately 29.03 acres nearest to the east side of the aforementioned 183.71 acre Estate Lot development (**Exhibit J-2**, orange). Development of Luxury Multi Family homes in this area will be limited to 4 stories; and as noted above, the time frame for actual development is dependent on market conditions.

Much of the planned Luxury Multi Family development in these 67.21 acres is located near or adjacent to the presently existing (and substantial) commercial and multi-family developments along the Rampart Boulevard corridor.

As part of this proposed Luxury Multi Family development, a roadway will be constructed through the 67.21 acres, connecting Alta Drive and Rampart Boulevard. This roadway will provide an alternative route to traffic that would otherwise use the Rampart Boulevard and Alta Drive intersection. It is clearly anticipated that this roadway would be used significantly by residents in these newly proposed Luxury Multi Family developments.

As with the 183.71 acre Estate Lot development, this 67.21 acre Luxury Multi Family development, in addition to having a variety of Luxury Multi Family offerings, will be provided with enhanced landscaping which will consist of large areas of both grass and/or artificial turf, with an abundance of trees planted throughout the site. Substantial open space, park areas, fitness rooms, pools, recreation areas and walking paths will also be provided to varying degrees throughout the 67.21 acres. There will be special emphasis on providing both enhanced landscape buffers and increased setbacks adjacent to any presently existing Single-Family and Multi-Family residences. A block wall, no less than 10 feet in height, will serve to separate the 67.21 acres from the 183.71 acres; with gated access being provided to Estate Lots within the 183.71 acres. It is intended that 67.21 acres will be designated in the General Plan as Residential High (H) and zoned High Density Residential District (R-4).

Attached (**Exhibit M-1**) is a report prepared by the Urban Land Institute entitled, "Higher Density Development—Myths and Facts". This report addresses multi-family development and

its misconceptions—and perceived impacts—on a community. The findings in that report are very helpful in determining just how limited the effects are on nearby and adjacent neighborhoods from properly planned and properly executed multi-family development.

The time and opportunity to repurpose the Property is here and now. This urgency applies both to Estate Lot development (as evidenced in part, by the interest expressed and offers received from numerous potential buyers) and as to Luxury Multi Family development (as evidenced by studies done by the Brookings Institute (**Exhibit M-2**), among others, which demonstrate that the present desire is for “vibrant, compact and walkable communities.”)

Section IV – Residential Development Standards

The Residential Development Standards set forth herein, (**Exhibit U**) applies to the Property only; and with regard to the Property specifically replaces and supersedes the design criteria set forth in both 19.06.060 and 19.06.120 of the Las Vegas Municipal Code. To the extent there is a conflict between the Las Vegas Municipal Code and the Development Agreement, the Development Standards set forth herein and in the Development Agreement shall govern.

Section V - Commercial/Office

The Peccole Ranch Master Plan area, as well as a number of adjacent and nearby properties, offers very significant amounts of commercial. Some of this commercial is built out and operating. Other commercial is built out but vacant or is under-performing. Still other commercial has been approved but has not yet been built. The fact is that in order to have any real chance at success, commercial in this area, whether it is already built, or approved but not yet built, must be supported by nearby residential development. It is also a fact that nearby commercial operates as a significant convenience and benefit to nearby residents. Consequently, to be successful, commercial and residential must work together and there must be adequate amounts of each to serve the other.

High intensity uses such as commercial and office, with their attendant employment opportunities, are incorporated into the commercial/office and neighborhood commercial areas in The Peccole Ranch Master Plan area. With respect to this trade area there are, specifically, and representing some of the millions of square feet of commercial/office development included in the Peccole Ranch Master Plan area.

- The retail uses in the Sahara Center at the northeast corner of Sahara Avenue and Hualapai Way,
- The retail and restaurant at the Hualapai Commons at the southeast corner of Charleston Boulevard and Hualapai Way,
- The retail and restaurant uses at the Rampart Commons at the northwest corner of Charleston Boulevard and Rampart Boulevard,

- The office complex at Sir Williams Court at the northwest corner of Rampart Boulevard and Sir Williams Court,
- The mixed use development at Tivoli Village at the northeast corner of Rampart Boulevard and Alta Drive,
- The retail and restaurants at the northern portion of Boca Park located near the southeast corner of Alta Drive and Rampart Boulevard;
- The office complex and preschool at the northeast corner of Hualapai Way and Alta Drive.
- The Fort Apache Commons at the southwest corner of Charleston Boulevard and Fort Apache Road.
- Village Square at the northwest corner of Sahara Avenue and Fort Apache Road; and
- A medical office at the southeast corner of Charleston Boulevard and Apple Drive.

Also, while not within the Peccole Ranch Master Plan, per se, there is a large amount of additional commercial located within the adjacent Boca Park at the northeast corner of Charleston Boulevard and Rampart Boulevard and the Crossroad Commons at the southeast corner of Charleston Boulevard and Rampart Boulevard. And all of this commercial development does not take into consideration the significant amount of commercial now existing and still planned for the new “Downtown Summerlin” just two miles away from the Peccole Ranch Master Plan area.

Also, the Peccole Ranch Master Plan area contains a 52.5 acre destination resort-casino site, being the Suncoast Hotel and Resort, which is located at the northwest intersection of Alta Drive and Rampart Boulevard. Neighborhood amenities, such as bowling alleys, movie theatres and restaurants are provided as part of the Suncoast Hotel and Resort. In addition, the immediate area provides significant other amenities at both the J.W. Marriott/Rampart Casino and the Red Rock Hotel & Casino. These hotel/resorts will benefit as well from the additional residential development planned in the 2016 Master Plan.

The bottom line is that, as evidenced from the above, there is substantial commercial both already built and planned to be built in and around the area of the Peccole Ranch Master Plan; and this commercial must have nearby residential in order to remain, or become, successful.

The 1990 Master Plan provided for 237 acres of commercial. The 2016 Master Plan reflects 197 acres. This variance results from land that was planned as commercial in the 1990 Master Plan but which was actually developed as Single- Family residential. *No new destination commercial is planned as part of this Major Modification and the 2016 Master Plan.*

Section VI - Land Currently Used As Golf Course Repurposed

By virtue of this Major Modification, no golf course is provided in the 2016 Master Plan.

- 1 The land currently used as golf course will be repurposed as detailed in and as provided throughout this Major Modification.
- 2 Golfers in this area and in the Peccole Ranch community are easily served by the adjacent two eighteen hole championship courses (and a twelve hole lighted course) with their related facilities, at the Angel Park Golf Course on Rampart Boulevard, as well as by eleven additional golf courses in a 4 ½ mile radius (**Exhibit N**).

Section VII - Drainage

The flows that currently traverse through portions of the Property presently used as golf course will be incorporated into underground concrete box culverts. All drainage must comply with the Clark County Regional Flood Control District Drainage Design Manual. The design of these culverts will be subject to appropriate governmental approval from the City of Las Vegas Public Works, Clark County, Nevada, the State of Nevada and the federal government. The drainage considerations for the Property are not, in any real way, different from what was required downstream of the development of Tivoli Village, a development with which an affiliated entity of the Applicants was the developer.

The FEMA designated flood plain covers 67.23 acres of the Property (representing only 26%). The 67.23 acres contain 22.9 acres of a drainage flow line easement in favor of the City of Las Vegas. An additional 12.4 acres of such drainage easement lay outside of the FEMA designated flood plain. With the repurposing of the land currently used as golf course, concrete box culverts will replace current open flow channels.

Once these box culverts are completed and all appropriate governmental approvals have been obtained, these box culverts will be maintained by the City of Las Vegas. However, until such completion and approval, the existing open flow channels shall be maintained by Applicants who shall provide to the City, prior to the obtaining of any grading permits, a "Maintenance Plan" for the maintenance of these channels. In connection therewith, Applicants shall provide to the City of Las Vegas a maintenance bond in favor of the City of Las Vegas in the amount of two hundred fifty thousand dollars (\$250,000), replacing the seventy five thousand dollar (\$75,000) Maintenance Bond presently in effect.

Completion of the box culverts will result in an underground concrete drainage system from Hualapai Way and Charleston Boulevard to the northeast corner of Tivoli Village.

Section VIII - Grading

Based on studies done by Applicants' engineers, Applicants have been advised, and are confident, that the site can be balanced so that during development trucks hauling fill material either in or out of the Property will not be necessary.

Section IX - Roads/Streets

Roads /Streets sections in built areas are as-built. Roads/Streets sections on the Property and relating to the repurposed uses of the Property, will be approved as part of their respective Site Development Reviews and as provided in an approved traffic study.

Section X – Schools

No new schools sites are planned as part of this Major Modification. The 19.7 acre school site proposed in the 1990 Master Plan, was subsequently built out as Single-Family. Practical experience and actual as-built development statistics show (as supported by the Urban Land Institute report on multi-family development referenced earlier herein) that the greatest impact on schools' population comes from higher density single family residential development—not from large estate home development nor from high end multi-family development, since neither one of the foregoing typically involve large family occupancies. Consequently, the development of the Property is not contemplated to have a substantial impact on schools. Furthermore, as stated in the November 2010 Brookings Institute Report, "The Next Real Estate Boom", "85% of the new households formed between now (2010) and 2025 will be single individuals or couples with no children at home". That being said, after the approval of this Major Modification and during the course of the implementation of the 2016 Master Plan, the Applicants will continue to work with the School District to explore ways that the Applicants may be of assistance in mitigating any actual impacts that the additional residences on the Property may actually have on nearby schools.

Further, as can be seen in the Economic & Fiscal Benefits Study (**Exhibit O**), there are very real and very significant fiscal impact benefits that are realized from development under the 2016 Master Plan: and the Clark County School District is a significant beneficiary of those benefits. As the attached report shows, the estimated "One-time /Non-Recurring Tax Revenue" to be received by the School District is \$30,915,000 with an estimated "Annual Recurring Tax Revenue" of \$4,208,000.

Section XI - Development Plan

Development Standards and Design Guidelines for the Property will be affected pursuant to the terms and conditions of a Development Agreement which will be presented and considered as part of this 2016 Master Plan. Additionally, Applicants, as "Master Developer" under the Development Agreement must review and approve any and all site plans, landscape plans, architecture, grading and color palettes prior to submittal to the City of Las Vegas of any Site Development Reviews or other land use applications affecting the Property.

Section XII - Quality of Development

Design, Architecture, and Landscape standards will be established for the development. Covenants, Conditions and Restrictions will be established to guarantee the continued quality of development, and a Homeowner's Association will be established for the maintenance of common landscaping and open space. Separate subsidiary associations will be created within

individual development parcels to maintain the common areas within those developments. In addition to these protections, the City of Las Vegas will be able to monitor development standards through any Site Development Review process that may be required with regard to the development of the individual Luxury Multi Family components.

Section XIII - General Plan Conformance

Just as the City of Las Vegas General Plan is designed as a set of guidelines to help direct the future growth of the City, so is the 2016 Master Plan designed with an inherent flexibility to meet changing market demands at the time of actual development. Specifically, the 2016 Master Plan is in conformance with the following Las Vegas General Plan Planning Guidelines:

- Provide for an efficient, orderly and complementary variety of land uses.
- Provide for "activity centers" as a logical concentration of development in each community area of the City to encourage economic, social and physical vitality, and expand the level of services.
- Encourage the master planning of large parcels under single ownership in the growth areas of the City to ensure a desirable living environment and maximum efficiency and savings in the provision of new public facilities and services.
- Provide for the continuing development of a diverse system of open space.

In addition to the above, transportation leaders have been discussing the planning for light rail on Charleston Boulevard from downtown Las Vegas to Downtown Summerlin. Such major infrastructure elements require nodes of residential density, exactly as is being provided with the repurposing of the easterly approximately 70 acres of the Property.

Section XIV - Conclusion

The 2016 Major Modification of the 1990 Master Plan serves several important functions and delivers numerous benefits to various parties.

First of all, the 2016 Master Plan reflects the actual as-built condition of the Peccole Ranch Master Plan property. It certainly is in the best interests of the City, the Applicants and all the related property owners that what was actually built on the property be accurately shown.

Secondly, the 2016 Master Plan reflects the repurposed uses on the Property

Third, the 1990 Master Plan provides for 8,843 Units of which 5,987 Units have been built. Therefore the remaining number of Units available under the 1990 Master Plan is 2,856 of which 476 have been approved (which consists of vacant lots in Queensridge, Units at One Queensridge Place and Tivoli Village), leaving 2,380 Units available for development. This number compares favorably to the 3,080 Units provided under the 2016 Master Plan.

Fourth, after the installation of the approved drainage culverts, the FEMA flood plain designations will be removed from a number of Queensridge properties, portions of which currently infringe into the FEMA designated flood plain with improvements that include tennis court(s), swimming pool(s), perimeter fences and landscaping. These properties include (i) in Queensridge North, 15 of the 16 residential lots on the south side of Orient Express Court and (ii) in Queensridge South, 3 residential lots and a HOA common area on Winter Palace Drive, 4 lots on Kings Gate Court and the HOA common area adjacent to Palace Court that houses the two tennis courts. Obviously, those private property owners, as well as the HOA, are beneficiaries of an approved and implemented 2016 Master Plan.

Fifth, the Clark County School District, among others is directly, significantly and continually benefited by the tax revenue realized from development under the 2016 Master Plan

Sixth, the approval of the 2016 Master Plan will permit Applicants the ability to grant easements to those thirty-one (31) private homeowners whose properties presently encroach onto the Property.

Seventh, the approval of the 2016 Master Plan will put into place significantly enhanced security measures around the Queensridge property that will benefit all of the residents of Queensridge, both North and South.

Eighth, there will be significant economic and fiscal benefits derived from the development of the Property as outlined in the study prepared by Mr. John Restrepo (**Exhibit N**).

Finally, by the approval of this Major Modification of the 1990 Master Plan, and the implementation of Major Modification through the approval of this 2016 Master Plan, the orderly and proper development of the Property can begin to be realized and then accomplished. While the elimination of the Badlands Golf Course is inevitable, its repurposing into (i) very low density, high end, multi-million dollar Estate Lot home sites with limited developable footprints, large areas of perpetually protected open space, enhanced landscaping, an abundance of trees and integrated walking trails; and (ii) Luxury Multi Family developments , with enhanced landscaping, an abundance of trees and first class amenities, will together create a community unlike anywhere else in southern Nevada; a community of varying lifestyles but one which will ensure that Queensridge/One Queensridge Place continues to be the place in the heart of the City of Las Vegas where one wants to call home.

CERTIFIED AS A TRUE COPY

Pages: 105 signed/certified
At 5:17 pm on March 21, 2017
By Scott D Widney
Enterprise Records Officer
City of Las Vegas

City of Las Vegas

Agenda Item No.: 18.

Scott D Widney

**AGENDA SUMMARY PAGE - PLANNING
PLANNING COMMISSION MEETING OF: MAY 10, 2016**

DEPARTMENT: PLANNING

DIRECTOR: TOM PERRIGO

☐ Consent ☒ Discussion

SUBJECT:

ABEYANCE - GPA-62387 - GENERAL PLAN AMENDMENT - PUBLIC HEARING - APPLICANT/OWNER: SEVENTY ACRES, LLC - For possible action on a request for a General Plan Amendment FROM: PR-OS (PARKS/RECREATION/OPEN SPACE) TO: H (HIGH DENSITY RESIDENTIAL) on 17.49 acres at the southwest corner of Alta Drive and Rampart Boulevard (APN 138-32-301-005), Ward 2 (Beers) [PRJ-62226]. Staff has NO RECOMMENDATION.

C.C.: 6/15/2016

PROTESTS RECEIVED BEFORE:

Planning Commission Mtg.

11

City Council Meeting

0

APPROVALS RECEIVED BEFORE:

Planning Commission Mtg.

18

City Council Meeting

0

RECOMMENDATION:

Staff has NO RECOMMENDATION

BACKUP DOCUMENTATION:

1. Abeyance Request - GPA-62387, ZON-62392 and SDR-62393 [PRJ-62226]
2. Location and Aerial Maps - GPA-62387, ZON-62392 and SDR-62393 [PRJ-62226]
3. Conditions and Staff Report - GPA-62387, ZON-62392 and SDR-62393 [PRJ-62226]
4. Supporting Documentation - GPA-62387, ZON-62392 and SDR-62393 [PRJ-62226]
5. Photo(s) - GPA-62387, ZON-62392 and SDR-62393 [PRJ-62226]
6. Justification Letter - GPA-62387, ZON-62392 and SDR-62393 [PRJ-62226]
7. Protest Email and Protest/Support Postcards and Letters of Support - GPA-62387, ZON-62392 and SDR-62393 [PRJ-62226]
8. Letter of Disclosure for GPA-62387, ZON-62392 and SDR-62393 [PRJ-62226]

Motion made by TRINITY HAVEN SCHLOTTMAN to Hold in abeyance Items 18-20 and 28-31 to 7/12/2016

Passed For: 4; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 3

TODD L. MOODY, TRINITY HAVEN SCHLOTTMAN, GUS FLANGAS, SAM CHERRY;
(Against-None); (Abstain-None); (Did Not Vote-None); (Excused-CEDRIC CREAR, GLENN TROWBRIDGE, VICKI QUINN)

Minutes:

CHAIR MOODY declared the Public Hearing open for Items 18-20 and 28-31.

ROR026194

26299

26276

PLANNING COMMISSION MEETING OF: May 10, 2016

COMMISSIONER SCHLOTTMAN asked why these items continue to be held in abeyance and wondered if it would be more appropriate to hold them for an additional 60 days instead of 30 days.

CITY ATTORNEY BRAD JERBIC stated that his involvement with the negotiations for this project started approximately two months ago, and it was very complicated. He insisted that a traffic study be completed to staff's satisfaction prior to the City signing off on the project. A traffic study had been submitted and was being reviewed, but it will take four to five weeks for completion. A drainage study was nearly complete, a sewer study will be available soon and the Fire Department was preparing a written study on schools. The density of the project and other features require further negotiations. CITY ATTORNEY JERBIC did not believe this would be worked out in the next four weeks, and concerned neighbors would have to be made aware of another abeyance if it was held for 30 days.

CHAIR MOODY asked if there was a staff report, and TOM PERRIGO, Director of Planning, replied that staff needed more time to complete their report so they could make a recommendation.

ATTORNEY CHRIS KAEMPFER and FRANK PANKRATZ appeared on behalf of the applicant. ATTORNEY KAEMPFER was concerned that the latest abeyance request was to work with and allow staff additional time. He pointed out that there were no concerned neighbors in the audience; the Queensridge HOA (Homeowners Association) sends an e-mail notifying the people of the abeyance, and he personally notifies people he can on the Golf Course Committee. He appreciated CITY ATTORNEY JERBIC'S position, but he requested that the items be held in abeyance for 30 days. If it appeared that they would need more time, he committed to giving the neighbors two weeks' notice of the items being held in abeyance.

COMMISSIONER SCHLOTTMAN did not think all of the studies would be complete within the next two weeks, and ATTORNEY KAEMPFER concurred; he explained that in two weeks they would know if the items would be ready for the June 14th Planning Commission meeting. COMMISSIONER SCHLOTTMAN asked when the items could come back before the Planning Commission if they were tabled. MR. PERRIGO stated that if the items were tabled, the Planning Commission could direct him to notify the City Clerk when the items were ready and have them placed on an agenda at that time.

CITY ATTORNEY JERBIC stated that staff had a candid conversation with the applicant, and there were many things to discuss in the negotiations. He did not believe these items would be ready by the June 14 Planning Commission meeting. He reiterated what MR. PERRIGO explained regarding tabling the items, and explained that there was a timeline for placing the items on an agenda to remain in compliance with the Open Meeting Law. CITY ATTORNEY JERBIC added that tabling items should never be used to keep an item from ever being heard, and if tabling was chosen, staff would not have a problem with adding a six-month time limitation so the items would be heard no matter what at the end of that period of time.

ROR026195

26300**26277**

PLANNING COMMISSION MEETING OF: May 10, 2016

However, he did not believe that it would take six months before the items were ready to be heard.

COMMISSIONER FLANGAS thought the items should be held for 60 days and recommended holding them in abeyance to the July 12th Planning Commission meeting.

See Item 6 for related discussion.

CHAIR MOODY declared the Public Hearing closed for Items 18-20 and 28-31.



ROR026196

26301

26278

AGENDA SUMMARY PAGE - PLANNING
PLANNING COMMISSION MEETING OF: MAY 10, 2016**DEPARTMENT: PLANNING****DIRECTOR: TOM PERRIGO**☐ Consent ☒ Discussion**SUBJECT:**

ABEYANCE - GPA-63599 - GENERAL PLAN AMENDMENT RELATED TO MOD-63600 - PUBLIC HEARING - APPLICANT/OWNER: 180 LAND CO, LLC, ET AL - For possible action on a request for a General Plan Amendment FROM: PR-OS (PARKS/RECREATION/OPEN SPACE) TO: DR (DESERT RURAL DENSITY RESIDENTIAL) AND H (HIGH DENSITY RESIDENTIAL) on 250.92 acres at the southwest corner of Alta Drive and Rampart Boulevard (APNs 138-31-702-002; 138-31-801-002 and 003; 138-32-202-001; and 138-32-301-005 and 007), Ward 2 (Beers) [PRJ-63491]. Staff has NO RECOMMENDATION.

C.C.: 6/15/2016**PROTESTS RECEIVED BEFORE:****Planning Commission Mtg.****124****City Council Meeting****0****APPROVALS RECEIVED BEFORE:****Planning Commission Mtg.****40****City Council Meeting****0****RECOMMENDATION:**

Staff has NO RECOMMENDATION

BACKUP DOCUMENTATION:

1. Consolidated Backup
2. Location and Aerial Maps
3. Supporting Documentation
3. Justification Letter - GPA-63599 and ZON-63601 [PRJ-63491]
4. Protest/Support Postcards - GPA-63599 and ZON-63601 [PRJ-63491] – NOTE: BACKUP CORRECTED ON 8/15/16 DUE TO ERROR. PLEASE VIEW FIRST PAGE OF THE BACKUP FILE FOR DETAILED EXPLANATION.

Motion made by TRINITY HAVEN SCHLOTTMAN to Hold in abeyance Items 18-20 and 28-31 to 7/12/2016

Passed For: 4; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 3
TODD L. MOODY, TRINITY HAVEN SCHLOTTMAN, GUS FLANGAS, SAM CHERRY;
(Against-None); (Abstain-None); (Did Not Vote-None); (Excused-CEDRIC CREAR, GLENN TROWBRIDGE, VICKI QUINN)

Minutes:

See Items 6 and 18 for related discussion and Item 28 for related backup.

ROR026667

26302**26279**

*City of Las Vegas***AGENDA MEMO - PLANNING****PLANNING COMMISSION MEETING DATE: JULY 12, 2016****DEPARTMENT: PLANNING****ITEM DESCRIPTION: APPLICANT/OWNER: SEVENTY ACRES, LLC**

**** STAFF RECOMMENDATION(S) ****

<i>CASE NUMBER</i>	<i>RECOMMENDATION</i>	<i>REQUIRED FOR APPROVAL</i>
GPA-62387	Staff recommends APPROVAL.	
ZON-62392	Staff recommends APPROVAL.	GPA-62387
SDR-62393	Staff recommends APPROVAL, subject to conditions if approved:	GPA-62387 ZON-62392

**** NOTIFICATION ******NEIGHBORHOOD ASSOCIATIONS NOTIFIED** 26**NOTICES MAILED** 243**APPROVALS** 18 - GPA-62387, ZON-62392 and SDR-62393**PROTESTS** 11 - GPA-62387, ZON-62392 and SDR-62393

SS

ROR027625

26303**26280**

**** CONDITIONS ****

SDR-62393 CONDITIONS

Planning

1. Approval of a Major Modification (MOD-63600) of the Peccole Ranch Master Plan, Development Agreement (DIR-63602), General Plan Amendment (GPA-62387) and Rezoning (ZON-62392) shall be required, if approved.
2. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.16. An Extension of Time may be filed for consideration by the City of Las Vegas.
3. All development shall be in conformance with the site plan date stamped 06/30/16, landscape plan date stamped 12/21/15, building elevations date stamped 11/30/15 and floor plans date stamped 06/29/16, except as amended by conditions herein.
4. All necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Department of Building and Safety.
5. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.
6. Prior to the submittal of a building permit application, the landscape plan shall be revised to conform to the site plan dated 06/30/16.
7. A technical landscape plan, signed and sealed by a Registered Architect, Landscape Architect, Residential Designer or Civil Engineer, must be submitted prior to or at the same time application is made for a building permit. A permanent underground sprinkler system is required, and shall be permanently maintained in a satisfactory manner; the landscape plan shall include irrigation specifications. Installed landscaping shall not impede visibility of any traffic control device. The technical landscape plan shall include the following changes from the conceptual landscape plan:
 - A. Provide at least three additional 36-inch box shade trees (*Pinus pinea*) within the provided landscape buffer area along the southwest perimeter buffer, for a total of 29 trees.
 - B. Provide at least four, five-gallon shrubs per required tree in perimeter landscape buffers.

SS

ROR027626

26304

26281

Staff Report Page One**July 12, 2016 - Planning Commission Meeting****** STAFF REPORT ******PROJECT DESCRIPTION**

The site, which is located at the corner of two major thoroughfares, contains the northeastern portion of an existing 27-hole golf course. The applicant is proposing to redevelop a 17.49-acre portion of the golf course into a multi-family condominium community containing four, four-story buildings. The current land use designation of PR-OS (Parks/Recreation/Open Space) does not allow for multi-family residential uses; therefore, the applicant is also requesting a General Plan Amendment. Accompanying the General Plan Amendment is a request to rezone the property to increase the allowable residential density, as it is currently zoned for a maximum of 7.49 dwelling units per acre.

A maximum of 720 residential units are proposed, composed of a mix of studio, one-, two- and three-bedroom units. The buildings are configured so that the residential units are wrapped around multilevel parking structures that will not be visible from public rights-of-way. Access to the site is provided from Rampart Boulevard, with emergency access to Alta Drive. The site features a 5,000 square-foot common recreation building and outdoor pool area, along with secondary open recreation areas located near Buildings 2 and 3. The property slopes down from the north and east so that the proposed buildings would have little impact on views. The architectural design of the buildings is comparable to and compatible with the Parisian style of the adjacent Queensridge Towers condominium development.

The site is part of the 1,569-acre Peccole Ranch Master Plan. Pursuant to Title 19.10.040, a request has been submitted for a Modification to the 1990 Peccole Ranch Master Plan to authorize removal of the golf course, change the designated land uses on those parcels to single-family and multi-family residential and allow for additional residential units. The current General Plan Amendment, Rezoning and Site Development Plan Review requests are dependent on actions taken on the Major Modification and the related Development Agreement between the applicant and the City for development of the golf course property.

ISSUES

- The proposed development requires a Major Modification (MOD-63600) of the Peccole Ranch Master Plan, specifically the Phase Two area as established by Z-0017-90.
- A General Plan Amendment is proposed from PR-OS (Parks/Recreation/Open Space) to H (High Density Residential) on the 17.49-acre site, which allows for residential densities of greater than or equal to 25.5 dwelling units per acre.

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**PLANNING COMMISSION MEETING OF
JULY 12, 2016
COMBINED VERBATIM TRANSCRIPT – ITEMS 4, 6, 29-31 AND 32-35**

199 **END OF RELATED DISCUSSION**

200 **RESUMED RELATED DISCUSSION**

201 **ITEM 6**

202 **CHAIR MOODY**

203 Moving on to our housekeeping items, are there any items that Commissioners, staff, applicants
204 or members of the public would like to pull forward for action?

205 Hearing none, Commissioner Schlottman, your motion, or actually, we need a staff report.

206

207 **PETER LOWENSTEIN**

208 Mr. Chairman, the following items have been properly noticed and have been requested to be
209 held in abeyance until the August 9th, 2016 Planning Commission meeting: Item number 28,
210 SDR-64907. Staff requests that Items number 29 through 35: GPA-62387, ZON-62392, SDR-
211 62393, MOD-63600, GPA-63599, ZON-63601 and DIR-63602 be held also to the August 9th,
212 2016 Planning Commission meeting to allow the public ample time to review the submitted
213 documents.

214 **END OF RELATED DISCUSSION**

215 **RESUMED RELATED DISCUSSION**

216

217 **CHAIR MOODY**

218 Thank you. Do any members of the public wish to be heard or speak on any of these items?

219

220 **BRAD JERBIC**

221 Mr. Chairman, before a member of the public speaks, I would like to make a record on Items 29
222 through 35 and the reasons for the request for abeyance tonight.

223

224 **CHAIR MOODY**

225 Yes, thank you.

**PLANNING COMMISSION MEETING OF
JULY 12, 2016
COMBINED VERBATIM TRANSCRIPT – ITEMS 4, 6, 29-31 AND 32-35**

226 **BRAD JERBIC**

227 Thank you, Mr. Chairman, members of the Planning Commission. My name is Brad Jerbic,
228 appearing on behalf of the City Attorney's office. I became involved in the negotiations of this
229 development agreement and all the related items on this agenda tonight about three months ago.
230 During that time, I had some catch-up time that I required, and two months ago, I appeared
231 before this Planning Commission and asked that this matter either be held in abeyance for two
232 meetings, 'cause I knew we would not be ready in one, or tabled at the leisure of the Planning
233 Director to bring it back. The Vice Chairman made a motion to hold it in abeyance for two
234 meetings, and so this is that meeting where it again appears.

235 I can tell you we've been involved in negotiations with the developer on a regular basis. We've
236 been posting updates to the development agreement on a regular basis, but our first
237 neighborhood meeting, sponsored by the City of Las Vegas, occurred last Thursday night at the
238 Suncoast Hotel between 3:00 in the afternoon – it was supposed to end at 7:00 in the evening,
239 but it ended around 8:30. During the course of that meeting, we brought a number of exhibits
240 with us, including the most final version of the agreement that I expected would be debated
241 before this body tonight.

242 I was confronted by a number of residents of Queensridge and members of the public who asked
243 repeatedly if they thought it was fair that an agreement this large, this complicated, that affected
244 their lives this greatly should be heard a mere five days after the public hearing, public meeting
245 at the Suncoast. At the end of hearing those comments, I shared them with the Council member
246 representing the ward, and I urged that this be continued to give the neighbors the opportunity to
247 become familiar with the agreement.

248 At that point in time, I was given permission to talk to the attorneys for the developer. They
249 agreed not to oppose the City's request. So I want to make it clear they were prepared to forward
250 tonight. It is not their request. It is the City's request that they have agreed not to oppose. I
251 think in fairness to the community affected by this, this will give them time to get their arms
252 around the final version of the agreement that is online and was handed out that night at the
253 meeting.

**PLANNING COMMISSION MEETING OF
JULY 12, 2016
COMBINED VERBATIM TRANSCRIPT – ITEMS 4, 6, 29-31 AND 32-35**

254 And for those reasons, we are asking this be held in abeyance until the next Planning
255 Commission meeting, the first meeting in August. If you have any questions, I'll be glad to
256 answer them.

257

258 **CHAIR MOODY**

259 Okay. Thank you. Yes, sir?

260

261 **TODD BICE**

262 Yes, thank you. Again, Mr. Chairman, Todd Bice from Pisanelli Bice Law Firm. I'm here – I
263 represent a number of the homeowners in this community at Queensridge. Let me address –
264 you've asked, Mr. Chairman, that I limit my comments to the abatement issue, which I am happy
265 to do.

266

267 **CHAIR MOODY**

268 Actually, are you asking that this be pulled forward to the public hearing?

269

270 **TODD BICE**

271 I am.

272

273 **CHAIR MOODY**

274 Okay. Then what we're going to do is pull that forward at this time. So this will not be part of the
275 housekeeping items right now. You'll be given a moment once those items are read into the
276 record to speak.

277

278 **TODD BICE**

279 All right.

280

281 **CHAIR MOODY**

282 Okay.

AGENDA SUMMARY PAGE - PLANNING
SPECIAL PLANNING COMMISSION MEETING OF: OCTOBER 18, 2016

DEPARTMENT: PLANNING

DIRECTOR: TOM PERRIGO

☐ Consent ☒ Discussion**SUBJECT:**

ABEYANCE - DIR-63602 - DIRECTOR'S BUSINESS RELATED TO MOD-63600 - PUBLIC HEARING - APPLICANT/OWNER: 180 LAND CO, LLC, ET AL - For possible action on a request for a Development Agreement between 180 Land Co. LLC, et al. and the City of Las Vegas on 250.92 acres at the southwest corner of Alta Drive and Rampart Boulevard (APNs 138-31-702-002; 138-31-801-002 and 003; 138-32-202-001; and 138-32-301-005 and 007), Ward 2 (Beers) [PRJ-63491]. Staff recommends APPROVAL.

C.C.: 11/16/2016

PROTESTS RECEIVED BEFORE:

Planning Commission Mtg.

586

City Council Meeting

0

APPROVALS RECEIVED BEFORE:

Planning Commission Mtg.

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City Council Meeting

0

RECOMMENDATION:

Staff recommends APPROVAL

BACKUP DOCUMENTATION:

1. Consolidated Backup
2. Staff Report
3. Supporting Documentation
4. Development Agreement
4. Submitted after Final Agenda – Addendum, Neighborhood Meeting Information and Supplemental Staff Report

Motion made by VICKI QUINN to Deny

Passed For: 4; Against: 3; Abstain: 0; Did Not Vote: 0; Excused: 0

CEDRIC CREAR, VICKI QUINN, GUS FLANGAS, SAM CHERRY; (Against-GLENN TROWBRIDGE, TODD L. MOODY, TRINITY HAVEN SCHLOTTMAN); (Abstain-None); (Did Not Vote-None); (Excused-None)

NOTE: A previous motion for Approval by Trowbridge failed with Crear, Quinn, Flangas and Cherry voting No.

NOTE: CHAIR MOODY disclosed his friendship with BILL BAYNES, CEO for the original developer of Queensridge. However, because Peccole no longer had any development interest in Queensridge and therefore is not a party and interest in any land use application, he was advised that that is not a conflict. CHAIR MOODY also disclosed that he is a partner in the law firm of

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**SPECIAL PLANNING COMMISSION MEETING
OCTOBER 18, 2016
VERBATIM TRANSCRIPT – ITEMS 6-12**

3984 **CHAIR MOODY**

3985 That motion carries. **(Motion carried with Trowbridge, Moody and Schlottman voting No.)**

3986 Item 8 is denied.

3987

3988 **COMMISSIONER FLANGAS**

3989 Mr. Chairman, I'm sorry, I'm ready to make motions on 9, 10 and, excuse me. Never mind, I'll
3990 wait until 10.

3991

3992 **CHAIR MOODY**

3993 All right. Commissioner Trowbridge, Item 9?

3994

3995 **COMMISSIONER TROWBRIDGE**

3996 In regards to **Item 9, which is Director's Business related to the Major Modification 63602,**
3997 **make a motion to support staff's recommendation for approval.**

3998

3999 **CHAIR MOODY**

4000 Thank you. Please vote. **(Motion failed with Crear, Quinn, Flangas and Cherry voting No.)**

4001 That motion fails. I'll consider an alternative motion.

4002

4003 **COMMISSIONER QUINN**

4004 Thank you. **Regarding Number 9, DIR-63602, my motion is for denial.**

4005

4006 **CHAIR MOODY**

4007 Thank you. Motion is to deny Item 9. A yes vote is for denial. **(Motion carried with**
4008 **Trowbridge, Moody and Schlottman voting No.)** Motion carries.

4009

4010 **COMMISSIONER TROWBRIDGE**

4011 **In regards to General Plan Amendment 62387, make a motion to uphold staff's**
4012 **recommendation for approval.**

**SPECIAL PLANNING COMMISSION MEETING
OCTOBER 18, 2016
VERBATIM TRANSCRIPT – ITEMS 6-12**

4013 **CHAIR MOODY**

4014 Okay. Motion is to approve Item 10. Is that correct?

4015

4016 **COMMISSIONER TROWBRIDGE**

4017 Correct.

4018

4019 **CHAIR MOODY**

4020 Please vote. **(Motion carried with Crear and Quinn voting No.)** Motion carries. Item 10 is

4021 approved.

4022

4023 **COMMISSIONER TROWBRIDGE**

4024 **In regards to Item Number 11, Zoning 62392, make a motion to support staff's**

4025 **recommendation for approval.**

4026

4027 **CHAIR MOODY**

4028 Please vote. **(Motion carried with Crear and Quinn voting No.)** Motion carries. Item 11 is

4029 approved.

4030

4031 **COMMISSIONER TROWBRIDGE**

4032 **In regards to Item Number 12, which is Site Development Plan Review 62393, make a**

4033 **motion to support staff's recommendation for approval.**

4034

4035 **CHAIR MOODY**

4036 Please vote. **(Motion carried with Crear and Quinn voting No.)** That motion carries. Item 12

4037 is approved.

4038

4039 **TOM PERRIGO**

4040 Mr. Chairman, Items 6, 7, 8, 9, 10, 11, 12 will be heard at the City Council meeting on

4041 November 16th, 2016.



DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: GPA
 Project Address (Location) Alta Drive and Hualapai Way
 Project Name Parcel 1 @ the 180 Proposed Use R-PD7
 Assessor's Parcel #(s) 138-31-702-002 Ward # 2
 General Plan: existing PROS proposed L Zoning: existing R-PD7 proposed
 Commercial Square Footage Floor Area Ratio
 Gross Acres 166.99 Lots/Units 1 Density 1.79
 Additional Information

PROPERTY OWNER 180 Land Co. LLC Contact Yohan Lowie
 Address 1215 South Fort Apache Road #120 Phone: (702) 940-6930 Fax: (702) 940-6931
 City Las Vegas State NV Zip 89117
 E-mail Address yohan@ehbcompanies.com

APPLICANT 180 Land Co. LLC Contact Yohan Lowie
 Address 1215 South Fort Apache Road #120 Phone: (702) 940-6930 Fax: (702) 940-6931
 City Las Vegas State NV Zip 89117
 E-mail Address yohan@ehbcompanies.com

REPRESENTATIVE GCW, Inc. Contact Cindie Gee
 Address 1555 South Rainbow Blvd Phone: (702) 804-2107 Fax: (702) 804-2290
 City Las Vegas State NV Zip 89146
 E-mail Address cgee@gcwengineering.com

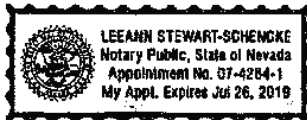
I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the City is not responsible for inaccuracies in information presented, and that inaccuracies, false information or incomplete application may cause the application to be rejected. I further certify that I am the owner or purchaser (or option holder) of the property involved in this application, or the owner or agent duly authorized by the owner to make this submission, as indicated by the owner's signature below.

Property Owner Signature* [Signature]
 *An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.
 Print Name Yohan Lowie

Subscribed and sworn before me
 This 28th day of December, 2016.
LeeAnn Stewart-Schoracke

Notary Public in and for said County and State

Revised 03/28/16



FOR DEPARTMENT USE ONLY

Case # **GPA-68385**
 Meeting Date:
 Total Fee:
 Date Received: *
 Received By:

*The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

PRJ-67184
 12/29/16

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DECLARATION OF CLYDE O. SPITZE

I, Clyde O. Spitze, being duly sworn, declares as follows:

1. I have personal knowledge of the facts stated herein and am competent to testify to those facts. I am above the age of 18.

2. In 1972 I was working at the civil engineering firm VTN of Nevada. In that role, William Peccole became one of my clients. From 1972 up through 2005, when I retired, I continued to do work for Mr. Peccole.

3. In the various engineering firms for which I have worked or been affiliated, I was intimately involved in the creation and implementation of the Master Plan for Peccole Ranch, including Peccole Ranch Phase II, working as Mr. Peccole's manager of engineering.

4. I am aware that the entities affiliated with Yohan Lowie are presently attempting to claim that the land use designation of the Badlands Golf Course as being devoted to parks/recreation/open space ("PROS") was somehow a purported mistake, done without the property owners' knowledge or consent. That claim is untrue. I personally managed the civil engineering work for Mr. Peccole concerning Phase II of the Master Plan, which included the Badlands Golf Course. That property was specifically and expressly designated as open space by Mr. Peccole pursuant to the terms of the Master Plan and at no point in time was there ever discussion that the property would be used for residential or other development. To the contrary, it was expressly identified and reserved as open space, in no small part because it constituted the required drainage for the Phase II development.

5. In fact, in 1996 as part of the golf course's expansion to add an additional nine holes, I sought clarification from the City of Las Vegas – at Mr. Peccole's request – to confirm that the approved zoning for the property of RPD-7 was in no way incompatible with the land use designation for the golf course/open space. The reason that we wanted this confirmation from the City was because a prospective buyer's bank was loaning monies for development of residential lots along the golf course frontage. The bank wanted confirmation that the golf course usage was compatible with the approved zoning. After all, the bank did not want the


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400 SOUTH 7TH STREET, SUITE 300
LAS VEGAS, NEVADA 89101
702.214.2188

1 collateral for its loan – the residential lots – to be impacted if the golf course was not properly
2 designated and approved.

3 6. Attached hereto as Exhibit A is a true and correct copy of my September 4, 1996
4 letter to the City of Las Vegas seeking confirmation as the bank required. This letter was written
5 to meet the bank's requirements that no development would be constructed in this open space as
6 it wanted development of a golf course which assured the lenders that their collateral was
7 adequately protected against future development. Based upon my many years of experience and
8 many years of discussions with Mr. Peccole, I do not believe that the bank would have provided
9 funding had it been told that the golf course/open space was not appropriately designated as such
10 under the City's plans. To the contrary, that is precisely why I was instructed by Mr. Peccole to
11 obtain assurances from the City for the client's bank's protection. Attached hereto as Exhibit B is
12 a true and correct copy of the October 8, 1996 letter I received in response from the City
13 confirming that the golf course was part of the Peccole Ranch Master Plan Phase II and that the
14 expansion of the golf course was in conformity with the zoning approvals.

15 7. I can attest that Mr. Peccole was a man of his word and he would have never
16 allowed me or anyone else to make these representations to a bank – or obtain confirmation from
17 the City upon which to make such a representation – if the golf course/open space/drainage
18 property was available for residential development as opposed to the expressed uses designated
19 in the Master Plan as well as the City's General Plan. That would have been fundamentally at
20 odds with the purpose of my September 4, 1996 letter and providing the lender the City's
21 confirmation of October 8, 1996.

22 I declare under penalty of perjury under the laws of the State of Nevada that the
23 foregoing is true and correct to the best of my recollection and that I executed this declaration on
24 this 1st day of February 1, 2017.

25
26
27
28

CLYDE O. SPITZER

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*Planning
Commission
Presentation Binder
For February 14, 2017*

Queensridge Parcel 1 at The 180
(SDR-68481, WVR-68480, GPA-68385,
TMP-68482)

Created by:



GCGARCIA

A Planning & Development Services Corporation

1055 Whitney Ranch Dr., Suite 210, Henderson, NV 89014
Telephone: (702) 435-9909 Facsimile: (702) 435-0457

Date Submitted: February 14, 2017

Submitted at Planning Commission

by Michael Buckley
Date 2/14/17 Item 21-24

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Executive Summary/Report in Brief

Based on a review of information presented, the files obtained and reviewed from the City of Las Vegas, reviews of present and past City of Las Vegas Municipal Codes as well as the Nevada Revised Statutes (NRS), legislative history, interviews conducted with other experts and me and my offices years of experience in both the public and private sector practice of planning and development, it is my professional opinion that Peccole Ranch Phase II, (The Plan"), is part of an overall Planned Development a.k.a.: Master Planned Community, Planned Unit Development (PUD), Planned Residential Development, which is approved, recorded and completed thus affording it protection under Nevada Revised Statutes 278A (see appendix Legislative History PUD 08). This protection ensures property owners can reasonably rely on the plan to protect the benefits of the plan and investment into the planned community and that no modification, removal or release to the provisions of PUD may be made by any applicant that would impair such reliance. Additionally, no application to modify the plan can be made or processed without the furthering the mutual interests of the residents and owners in the PUD to preserve the integrity of the approved plan.

The proposed applications by 180 Land Company, LLC for a General Plan Amendment (GPA) to change the land use designation from PR-OS (Parks/Recreation/Open Space) to L (Low Density Residential) and without a modification of the zoning of RPD-7 (Residential Planned Development) will eliminate the open space with incompatible development of the approved, recorded and completed plan for Peccole Ranch Phase II.

Within the Peccole Ranch the Master Development Plan and PUD large swaths of land were contemplated and set aside with maps that created a golf course for the conservation of natural arroyos areas subject to intense flooding which were designated in the Plans as Golf Course/Drainage/Open space and provides the singular major amenity to accomplish the goals of the State under NRS 278 and 361 (see appendix Legislative History PUD 07, 08 & 09) regarding the conservation and preservation of scenic open space which was for the enjoyment, not the use, of the residents and property owners.

Furthermore, the current applications for a General Plan Amendment, Site Plan Review, Waiver and Tentative Map for 61 units on 166 acres is incompatible with the planned and built PUD's existing land uses, zoning and development in the area. It adversely affects the surrounding properties; does not adequately provide for the public safety and does not protect the interest of the public or the residents/property owners of the PUD.



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As such, the applications currently pending before the City all fail to meet the requirements of NRS and in addition fail to meet the requirements, practices and procedures of the City. The current applications are defective and deficient and should not be processed or approved. The process for handling the applications that were accepted by the City is also defective.

In simple terms, this is doing the wrong thing the wrong way! It is fundamentally contrary to the statutes, legislative history and intent, City Codes, policies and procedures to the detriment of those who have a reasonable expectation as to their quality of life, peace, tranquility, enjoyment of scenic open space and property values. It also undermines every similarly situated master planned community and golf course or open space.

In fact, the promise of every PUD/Master Planned Community would be irrevocable broken with the approach suggested by the applicant and City staff. The promise is that the master developer/declarant is given great latitude in distributing density and intensity of land uses and flexibility in design and development standards in exchange for creating a cohesive community with detailed execution of planning and design principles that are not accomplished with standard Euclidian zoning. The master plan communities include open space, amenities, buffers, building appearance and orientation that create higher land values to justify the enhanced innovative planning which then benefits the larger community and guarantees the residents and owners that ultimately as the development is built they can assured it will remain protected by its plans and related documents to sustain its higher land values, quality of life, enjoyment of open space and other amenities and design features .

To break that promise violates the public trust, rules of law, sound planning, and encourages a golf course gold rush to similarly convert other golf course open space to buildable land. This in turn will discourage future master planned community buyers who would no longer believe that their lifestyle choices and investments would be protected. This is the type of bait-and-switch the legislature strived to avoid.

The scope for this report is to look at Queensridge and their approvals from the time the property was purchased to September 2015 to assess and determine what entitlement rights for the 166 acres (a part of the roughly 250) that constitute the golf course/drainage/open space. Then to examine the applications to amend the General Plan for the 166 acres to allow Low Density without a modification of the R-PD zoning district, for compliance with the entitlements and any protections afforded under the Peccole Ranch Master Plan Phase II and RPD-7 zoning district , along with compliance to the City's Plans, ordinances, policies and practices.

The overall area Peccole Ranch planning area to be considered will include Venetian Foothills, the predecessor to Peccole Ranch, and then the Peccole Ranch Master Plan Phases I & II. Phase II is the Subject Area and includes Queensridge, Badlands Golf Course, Queensridge Towers, Suncoast Hotel Casino, Tivoli, Renaissance and more. The entire planning area encompasses most of the land that is roughly bounded by Sahara Avenue on the south, Alta Drive on the north, Rampart on the east and Hualapai Way on the west.

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Planning Area Overview & History In Brief (see Appendix General Plan History of Peccole and Zoning History of Peccole)

Annexation

The project area was annexed along with all of the parcels that encompass the entire Peccole Ranch Master Plan on December 26, 1980.

Venetian Foothills: A Planned Community

- On May 18, 1981 the City of Las Vegas approved Venetian Foothills on the area that is now known as Peccole Ranch. The Land use included areas of Low, Medium and High Densities, Mobile Homes, as well as Commercial, Office and Educational areas. A reservoir was also planned in the area.
- On May 7, 1986 the City of Las Vegas City Council approved a Master Development Plan for the Venetian Foothills Planned Community. This Planned Community included Residential Planned Development District (R-PD) zoning ranging from 2.5 dwelling units per acre to 8.0 dwelling units per acre for single family homes on 706.8 acres. Townhomes were approved at 8.0 to 10.0 dwelling units per acre on 63.6 acres. Multifamily was also approved for density of 18.0 to 22.0 dwelling units per acre on a total of 85.3 acres. It should be noted that on that the Master Plan Map noted that the density of 6.4 *du/ac* was based on the acreage for the land and the densities. When the open space and golf course were added in the dwelling units per acre dropped to 3.7. The approval letter from the Reclassification of Property gave the approval of R-PD4, which would be consistent with the idea of a Planned Unit Development where the entire acreage, including golf course and open space is used in calculating dwelling units per acre. It appears from the maps in the file, that staff compared the 1981 Venetian Foothills Map to what was being proposed in 1986.

Student Population Projects were completed for this Planned Development so that it could be ensured that there were enough educational facilities to accommodate the development.

Other uses approved were Regional Shopping Center approved on 106.1 acres, Commercial on 73.8 acres, Office on 105.3 acres, Employment on 131.0 acres, Special Use on 16.5 acres, Resort on 40.6 acres, Open Space/Golf Course on 399.3 acres, Club House on 11.0 acres, Casitas/Tennis on 9.4 acres, Community Services on 5.3 acres, Schools/Parks on 27.9 acres, Utilities on 26.9 acres and Rights of Way on 114.4 acres.

Peccole Ranch Master Development Plan Phases I & II

- On February 15, 1989 the City of Las Vegas City Council approved a Master Development Plan for all of Peccole Ranch Planned Development. At that same time they approved Phase I of Peccole Ranch, which consisted of R-PD7, R-3, C-1 for single family residential, multifamily residential, commercial and mixed use commercial, which consisted of retail/service commercial, office commercial and multifamily residential (Z-

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139-88). They were allowed a maximum of 3,150 dwelling units. It also included open space/drainage along the washes throughout the development.

Phase one of Peccole Ranch was the area west of Fort Apache Road, south of Charleston, north of Sahara and east of the Grand Canyon alignment.

It should be noted that Z-139-88 has been amended 42 times.

- On April 4, 1990, the Peccole Ranch Master Plan received approval from the City of Las Vegas City Council for a Master Development Plan Amendment for Phase II as well as zoning approvals (Z-17-90). The significant changes to the Master Development Plan, was a larger resort/casino site and a 100 acre commercial center north of Alta Drive, between Durango Drive and Rampart Boulevard. The amount of acreage set aside for multifamily decreased from 105 acres down to 60. The land uses approved were 401 acres of single family, 60 acres of multi-family, 194.3 acres neighborhood commercial/office, 56 acres of resort casino, 211.6 acres of golf course/drainage, 13.1 acres for a school, and 60.4 acres of rights-of-way.

Peccole Ranch Phase 2 also received a Reclassification of Property (Z-17-90) for a maximum 4,247 dwelling units and for RPRD-3 (which was to be R-3 for the multifamily 24 units per acre) and RPD-7 for single family products and C-1. The minutes indicate that the overall gross density for phase 2 is 4.3 dwelling units per acre for the entire 746.1 acres of residential zoning. According to the minutes, the density had been reduced by 2,200 units to help balance the traffic flow.

It should be noted that Z-17-90 has been amended 40 times.

- On January 4, 1995, the City of Las Vegas approved GPA-54-94 and Z-146-97 that amend the Peccole Ranch Master Plan, specifically Phase 2, that changed locations of approved zoning categories but did not change the approved number of dwelling units or the allocation of land uses.
- On August 2, 1995, the City of Las Vegas City Council approved Z-49-95 and GPA-31-95, that changed a 19 acre site from commercial area to residential, which allowed for the development of Lot 12. This approval did not change the maximum number of single family units that could be built.
- On February 9, 1998 the City Council of the City of Las Vegas approved Z-134-97 that changed the zoning from R-3 to RPD-10 for single family homes and granted a waiver to the required open space (that was required with the RPD-10 development) because it was "located within proximity to a golf course, reducing the need for community open space".
- On October 18, 2000, the City Council approved an amendment Z-134-97(1) to allow for an encroachment into the required setback for balconies. 19A.08.040.8.4 of the Las

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Vegas Zoning Code allowed "on any lot which adjoins a golf course, park area, common area or similar open space to have balconies to extend 5 feet into the required setback toward the open space, however that the projection extends no closer than three feet from the property line. The approval allowed for the balconies to be built 3.5 feet from the rear property line because of the Badlands Golf Course.

Zoning and Land Use

Overview of what a PUD

A Planned Unit Development has been defined as a "mixture of single-family residences, town houses, apartments, some commercial and institutional uses, and occasionally, some industry...Planned unit development controls were developed largely by the private sector to provide the public sector with an effective means of regulating such developments, a concept which did not fit comfortably under traditional zoning district regulations" (Institute for Local Government Land Use and Planning, 2004 edition of the glossary, also see appendix Definitions 01 & 02)

- The concept of a Planned Unit Development is not a new concept. In the United States, we began to see them in the 1950s on the east coast. It first appeared in ordinance in the 1960s. Euclidean zoning needed tools to assist in projects that did not fit neatly in the Euclidean zoning box. There have been a number of tools or approaches to solving this dilemma. Some of the tools that have been used Planned Unit Developments, performance standards, phased development controls, growth management techniques, cluster zoning, flex zoning and transfer development rights. These tools have been used independently and in combination to meet the goals of a project.
- How they work- Instead of doing traditional Euclidean zoning where a parcel of land has one zoning designation divided up into several even parcels, the projects cluster the housing or increase densities in certain areas around a common open space or public space. This gives the developer more flexibility in the locations and product types while maintaining a lower average density across the entire project.

Nevada Revised Statutes (NRS)

- In 1973, the State of Nevada added a section in the Nevada Revised Statutes titled Planned Development. The Legislative declaration states that "the provisions of this chapter are necessary to further the public health, safety, morals and general welfare in an era of increasing urbanization and growing demand for housing of all types and design; to provide for necessary commercial and industrial facilities conveniently located to that housing; to encourage a more efficient use of land, public services or private service in lieu thereof...to encourage more efficient use of land...to insure that increased flexibility of substantive regulations over land development authorized in this chapter be

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administered in such a way as to encourage the disposition of proposals for land development without undue delay.

The NRS 278A.065, added in 1981 and later amended in 1989, defines "Planned Unit Development as "an area of land controlled by a landowner, which is to be developed as a single entity for one or more planned unit residential developments, one or more public, quasi-public, commercial or industrial areas, or both. Unless otherwise stated, a "planned unit development" includes the term "planned unit residential development." (see appendix Legislative History PUD 05)

The Peccole Ranch Master Plan was and is a Planned Development, like its predecessor Venetian Foothills, that meets the legislative intent as found in the declarations of NRS278. They are planned developments to protect the welfare of the property owners from potentially flooding. This planning tool allowed the development to move forward and develop at an average density (4.5 dwelling units/acre or du/ac) that was more in keeping with the City's land planning for the area that allowed up to 8 du/ac, while still addressing the drainage issues through the property.

City of Las Vegas Planning and Zoning Regulations

General Plan

- o The City of Las Vegas required the 1990 Peccole Ranch Master Plan to conform to the Las Vegas General Plan's Planning Guidelines. In considering the Peccole Ranch Master Development the following explanation was listed on how the project specifically conformed to the City's General Plan: (see appendix Z-17-90 Peccole Ranch Master Plan Phase II)
 - Provide for an efficient, orderly and complementary variety of land uses.
 - Provide for "activity centers" as a logical concentration of development in each community area of the City to encourage economic, social and physical vitality, and expand the level of services.
 - Encourage the master planning of large parcels under single ownership in the growth areas of the City to ensure a desirable living environment and maximum efficiency and savings in the provision of new public facilities and services.
 - Provide the continuing development of a diverse system of open space.

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- o On April 1, 1992 the City of Las Vegas adopted a new General Plan. In this plan, it acknowledged the Peccole Ranch Master Plan as a "planned development" (see appendix General Plans and Admin of PUDs 03).
- o The 1992 General Plan also provided clarification on land use categories. For areas that had a zoning district classification of R-PD 6.71 to 9 the General Plan Land Use designation is M (Medium Density Residential). It also provided clarification on what Parks/Recreation/Open Space (P) land use category was. It states "This category allows for large public parks and recreation areas such as public and private golf course, trail and easements, drainage ways and detention basins, and any other large acres of permanent open land (see appendix General Plan History of Peccole 10).

Zoning

- o **Planned Residential District (RP-D).** The City of Las Vegas Zoning Regulations at the time of the Peccole Ranch Master Development was approved in 1990, provided for a Residential Planned Development District (R-PD). The requirements are found in Chapter 19.18 of the Zoning Regulations at that time. The purpose of this district was "to allow for a maximum flexibility for imaginative and innovative residential design and land utilization in accordance with the General Plan. It is intended to promote an enhancement of residential amenities by means of an efficient consolidation and utilization of open space, separation of pedestrian and vehicular traffic and homogeneity of use patterns."
- o The minimum lot size requirement for the RP-D was 5 acres. The only other zoning classification that allowed for the flexibility to develop a master planned community was the Planned Community (PC) zoning district. The minimum acreage requirement for this designation was 3,000 acres, which was vastly greater the size of the Peccole Ranch Master Planned Development at just under 1,000 acres-. It should be noted that in the City's General Plan dated April 1, 1992, that only the Summerlin master planned community had received the designation of PC while several "planned communities" listed in the Southwest Sector, including Peccole Ranch. This latter group all used the RP-D zoning classification.
- o The Zoning Regulations also provided direction on density designations. It stated "the number of dwelling units permitted per gross acre in the R-PD District shall be determined by the General Land Use Plan. The number of dwelling units per gross acre shall be placed after the zoning symbol "R-PD".

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Phase 2 of Peccole Ranch included 996.4 acres and designated 4,247 single and multi-family residential units with a net density of 4.5 du/ac. The net developable land area used to achieve this average excluded Right-of-Way, 60.4 acres. Had the ROW been included it would have resulted in a gross density calculation.

As observed from the same table of land use data, the density of the designated Single and Multi-Family would equate to 461.0 acres of developable land with 4,247 total dwelling units or a density of 9.2 du/ac. ***By including the Single-Family acreage and the Golf Course Drainage the density equates to 4.58 which is reflective of the Net Density on the chart at 4.5 du/ac (see appendix Zoning History of Peccole 20 Land Use Data Table).***

In order to stay within the density concepts of the Peccole Ranch Master Development Plan and PUD the Plan had to include the density of other designated non-residential land including the Golf Course Drainage. This in effect allows the developer to transfer the residential development rights from those areas to the buildable residential areas.

In addition, the Land Use Data Table explicitly states that for the non-residential Land Uses of Commercial/Office, Resort-Casino, Golf Course Drainage, and Elementary School that there is not Net Density or Net Units assigned to these areas. This is a clear understanding by the City and master developer that those residential development rights have been moved and that no residential is to go into those areas.

Based on this transfer of residential development rights and averaging of density which the developer offered through the RP-D/PUD zoning technique an average net density was approved by the City in large part due to the extensive open space provided by the Golf Course Drainage area.

The result of this flexible approach also allowed individual areas for Multi-Family to go as high as 24 du/ac for multi-family or nearly 6 times above the average net density of 4.5 all residential in Peccole Ranch Phase Two.

Findings and Conclusions

The master developer proffered the golf course/ drainage/open space to transfer residential development rights to areas that were more suitable for development. This in-turn did the following: reduced development costs; avoided expensive flood mitigation measures; enabled a golf course as a revenue source; established a golf course to attract and supported a Resort Casino; created open space as a scenic amenity for the enjoyment of the resident, owners, and guests;

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allowed land and lot premiums for proximity to the open space amenity and golf course; meet the State's land use and fiscal policies for open space and conservation of natural resources; and obtain lower property taxes on the golf course/drainage/open space.

Any effort to develop in the golf course/drainage open space with Multi-Family development thwarts the State law and fundamental underpinnings of the approved and completed PUD. All residential development rights were removed from the golf course for the benefit of the master developer to create a legacy master planned community that as it was completed inures to benefit of the residents and owners.

To allow such a change to the Plan would result in the applicant and the City taking the value and enjoyment of their land, businesses and homes and transferring the wealth to a single benefitting land owner that bought the land long after the PUD was completed.

An appendix has been attached to these reports with specific information. Some information has been highlighted by the author to provide emphasis on that section of a document, however the importance of the document in its whole is not to be detracted and maybe of signification. For Clarification, within the body of the report one will find references to the appendix. The document is constructed to refer to the appendix then the tab corresponding to that section as found in the table of contents and then the subsection. An example would be (see appendix Legislative History PUD 05), the tab associated with the Legislative History PUD is tab 8 and the subsection is 05 – 1981 Leg Indust Comm 281A. Addition information that is not specifically referenced in the reports can be found on the disks located within the back pocket of the binder provided. These documents the full documents received from the City of Las Vegas, other government agencies, home owners, and research collected by the author.

Attachments:

G.C. Garcia, Inc. Reports:

- Admin Camp Plans, Zon, PUDs
- General Plan Administration 1985 to present day
- Peccole Ranch Master Development Plan Phase II a Completed PUD

Appendix (Tabs) plus attachments/exhibits

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The City's General Plan -Administration for the Peccole Ranch Master Development Plan Area from 1985 to Present

Over the past 30 years, the City of Las Vegas has administered its General Plan Land Use in various methods and procedures. In the 1985 the City adopt an overall General Plan with land use designated in general areas and not specific to any parcel (See appendix General Plan History of Peccole 01). Planning practices refer to this type of plan as a blob map. Underlying the "blob map" of land uses were Short-Range Plans adopted for specific areas of the City, an example of this was the Venetian Foothills Land Use Plan (See appendix General Plan History of Peccole 02). The Short-Range Plans were also non-specific to parcels and also utilized blob mapping to indicate different land uses. As land develops, developers had options of entitling the land through the traditional Euclidian Zoning or by means of Planned Unit Development (PUD). If the developer chose to develop by means of a PUD, then the General Plan was further refined by means of a Master Development Plan (See Appendix General Plan History of Peccole 03). Master Development were also non-parcel specific and establish general areas within the PUD with land uses of residential, commercial, open space, office and other land uses. Master Development Plans received a public hearing at both Planning Commission and City Council and were indicated on the agenda as a Master Development Plan (see Misc Files & Entimnts Minutes, Agendas). Master Development plans would also be accompanied by a zoning case which would provide in detail the specific densities of residential, amount of open space, amount of commercial, design guidelines for development and other details required for a PUD by State Law and City Ordinances. No specific City case numbers were assigned to Master Development Plans; the zoning case did receive a case number by the City for tracking purposes. The developer often combined the land use plan and the zoning requirements in one document, as in the case the Peccole Ranch Master Development Plan Phase II.

In 1992, the City of Las Vegas under a new Director of Planning, adopts a revised and expanded General Plan (See Appendix General Plan History of Peccole 04). The City introduces a concept of Sector mapping to break the City into small planning areas within which goals, objectives and land uses are provided for each sector. This new general plan creates three subsectors of the Master Plan (Southeast, Southwest and Northwest). The Peccole Ranch Master Development Plan is included in the Southwest Sector of the 1992 Las Vegas General Plan. This new General Plan sets the location of land uses for Peccole Ranch Master Development Plan Phase II as they were approved in 1990. At this time, the City also begins a more formalized process for land owners to amend the General Plan for a change in land use. In 1992 we see on Planning Commission agenda's applications to amend the General Plan, an example would be GPA-6-92. This process continues to date with only minor changes.

Below are milestone dates in the General Plan History of Peccole Ranch Master Development Plan Phase II.

1985

January 16, 1985 City adopts per NRS (Nevada Revised Statutes) the updated "Las Vegas General Plan (1985)". Contained in the 1985 General Plan is the Short-Range Plan See appendix General Plan History of Peccole 10, which is *"the administrative mechanism whereby the city seeks to support and fulfill the concepts contained in the policies and programs enumerated in the long and Mid-Range Plans"* (reference 1985 CLV General Plan). The Short Range Plan is focused on residential development and includes three

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basic types of Residential Planning Districts: Urban, Suburban and Rural. The Short Range Plan is further broken down into Community Profiles which comprise two or more residential planning districts. The area which later became the Peccole Ranch Master Development Plan is designated in 1985 as Urban Density Residential (See Appendix General Plan History of Peccole 01), Suburban Density Residential and Service/General Commercial. Densities in this Community Profile area were to range from 3-6 units per acre, 6 to 12 units per acre, 12 to 20 units per acre and to over 20 units per acre. The mix of residential densities were expected within in each particular residential planning district per Table 3-4. See appendix General Plan History of Peccole 10. These densities reflect those found in the City of Las Vegas 1985 General Plan.

1986

Circa 1986, the City of Las Vegas produced a map titled "Peccole Property Land Use Plan". (See appendix See Appendix General Plan History of Peccole 02). The "Peccole Property Land Use Plan" includes the area which initial was known as Venetian Foothills and later became the Peccole Ranch Master Development Plan Phase I and II.

The Master Development Plan of the Venetian Foothills Planned Community (See appendix See Appendix General Plan History of Peccole 11) was approved on March 25, 1986.

1989

On February 15, 1989 the City of Las Vegas City Council approved a Conceptual Master Development Plan for all of Peccole Ranch Master Planned Development. (See appendix General Plan History of Peccole 03). This approval replaced the Venetian Foothill Plan. At that same time, the City also approved the applicant's Master Development Plan of Peccole Ranch in a rezoning action (Z-139-89) (See Appendix General Plan History of Peccole 12), which consisted of R-PD7, R-3, C-1 for single family residential, multifamily residential, commercial and mixed use commercial, which consisted of retail/service commercial, office commercial and multifamily residential. It approved a maximum of 3,150 dwelling units. It also included open space drainage along the washes throughout the development.

1990

On April 4, 1990, the City Council approved Phase II of the Peccole Ranch Master Development. The significant changes to the Phase II Master Plan from the 1989 plan is the addition of a golf course, a larger resort/casino site and the 100-acre commercial center site north of Alta Drive, between Durango Drive and Rampart Boulevard. The proposed multifamily uses have been reduced from 105 acres to 60 acres. A 19.7 acres' school site is designated on a site south of Charleston Blvd. At that same time, they also approved Phase II of Peccole Ranch planned unit development zoning, which consisted of R-PD7, R-3, C-1 for single family residential, multifamily residential, commercial and mixed use commercial (Z-17-90). They were allowed a maximum of 2,807 single family dwelling units 1,440 multifamily units. It also included 211.6 acres of open space/ drainage/golf course.

Phase I of Peccole Ranch was the area west of Fort Apache Road, much of the property south of Charleston, north of Sahara and east of the Grand Canyon alignment. Phase II covered the remainder of the property which pertains to the property addressed in this Memorandum. Note that Phase II is not exactly the same as the property now known as Queensridge, since it included property south of Charleston as well as property north of Alta and east of Rampart.

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1992

On March 12, 1992 the City of Las Vegas adopts an updated General Plan. (See appendix General Plan History of Peccole 04) This new general plan creates three subsectors of the Master Plan (Southeast, Southwest and Northwest). The Peccole Ranch Master Development Plan is included in the Southwest Sector of the 1992 Las Vegas General Plan. Within the Southwest Sector, the land uses designated for the Peccole Ranch Master Development Plan include Medium Low Density Residential (>9 units per acre), Medium Density Residential (>13.27 units per acre), Service Commercial and Parks / Schools / Recreation / Open Space. Note that the area eventually becomes "The Badlands Golf Course" is designated as Parks/Schools/Recreation/Open Space and Medium Low Density Residential (>9 units per acre). At this place and time, the planned land use is in conformance with the Peccole Ranch Master Development Plan Phase II (Z-17-90). (See General Plans and Admin of PUDs 03).

1993

On April 21, 1993 the City of Las Vegas approves a request to amend the General for portions of the Peccole Ranch Master Development Plan Phase II. This General Plan Amendment (GPA-7-93) (See Appendix General Plan History of Peccole 13) amended the General Plan from SC (Service Commercial) to M (medium Density Residential) on property located on the northeast corner of Rampart Boulevard and Alta Drive. Note this amendment did not include the area that becomes "The Badlands Golf Course".

1995

On January 4, 1995 the City of Las Vegas approves a request to amend the General for portions of the Peccole Ranch Master Development Plan Phase II. This General Plan Amendment (GPA-54-95) (See appendix General Plan History of Peccole 14) amended the General Plan from SC (Service Commercial), ML (Medium-Low Density Residential) and M (medium Density Residential) to SC (Service Commercial), ML (Medium-Low Density Residential) and M (medium Density Residential) on property located on the north side of Charleston Boulevard, between Rampart Boulevard and Hualapai Way. Note this amendment does not include the area that becomes "The Badlands Golf Course" but the submitted plan showing the affected areas contains the golf course and is shown with dashed lines (See appendix General Plan History of Peccole 14). In our research of the history of the Map Plan of the golf course the City of Las Vegas provided two photos from the General Plan Land Use Map showing the General Plan for the Badlands Golf Course asP (Parks/Recreation/OS). These maps are dated October 17, 1995 and April 16, 1996 (See appendix See Appendix General Plan History of Peccole 05 & 06).

1997

On February 5, 1997 the City of Las Vegas approves a request to amend the General for portions of the Peccole Ranch Master Development Plan Phase II. This General Plan Amendment (GPA-53-96) (See appendix General Plan History of Peccole 15) amended the General Plan from ML (Medium-Low Density Residential) to SC (Service Commercial) on property located on the north side of Alta Drive 400 feet east of Hualapai Way. Note this amendment did not include the area that becomes "The Badlands Golf Course".

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1999 to 2007

Circa 2007, the City of Las Vegas updated the Southwest Sector Plan of the City's General Plan to reflect all General Plan Amendments from August 18, 1999 to September 05, 2005 (See [Appendix General Plan History of Peccole 07](#)). The map indicates the land use for the Peccole Ranch Master Plan Phase II as Medium -Low Residential, General Tourist Commercial, Park/Recreation/Open Space, Service Commercial, Medium Residential, Public Facility and Medium Low Attached Residential. Note that the Badlands Golf Course is shown as Park/Recreation/Open Space.

Present day

The current Southwest Sector Land Use Plan of the City's General Plan (See [Appendix General Plan History of Peccole 08](#)) indicates there have been no changes to the General Plan in the Peccole Ranch Master Plan Phase II. The map indicates the land use for the Peccole Ranch Master Plan Phase II as Medium -Low Residential, General Tourist Commercial, Park/Recreation/Open Space, Service Commercial, Medium Residential, Public Facility and Medium Low Attached Residential. Note that the Badlands Golf Course is shown as Park/Recreation/Open Space.

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Peccole Ranch Master Development Plan Phase II a Completed PUD

On April 4, 1990, the Peccole Ranch Master Plan received approval from the City of Las Vegas City Council for a Master Development Plan Amendment for Phase 2 as well as zoning approvals (Z-17-90) ([See Appendix Z-17-90 Peccole Ranch Master Plan Phase II](#)). The land uses approved were 401 acres of single family, 60 acres of multi-family, 194.3-acres neighborhood commercial/office, 56 acres of resort casino, 211.6 acres of golf course/drainage, 13.1 acres for a school, and 60.4 acres of rights-of-way. Peccole Ranch Phase 2 also received a Reclassification of Property (Z-17-90) for a maximum 4,247 dwelling units and for RPRD-3 (which was to be R-3 for the multifamily 24 units per acre) and RPD-7 for single family products and C-1. The minutes indicate that the overall gross density for phase 2 is 4.3 dwelling units per acre for the entire 746.1 acres of residential zoning. Since the original approval, the Master Development Plan and original zoning (Z-17-90) have been amended 40 times. These amendments resulted in the completed development as it stands today which included the entitlements and or completion of 1,838 single family units, 1,157 multi-family units, a resort casino and 254.92 acres of open space/drainage/golf course. The Master Declarant, Nevada Legacy 14, LLC, entitled, developed and sold the land on which the Peccole Ranch Master Development Plan is located upon ([Appendix Project Complete 04](#)).

Based on a review of information presented, the files obtained and reviewed from the City of Las Vegas, reviews of present and past City of Las Vegas Municipal Code and the Nevada Revised Statutes (NRS), interviews conducted with people involved with the project, and me and my offices years of experience in both the public and private sector practice of planning and development, it is my professional opinion that Peccole Ranch Phase 2, is a completed Planned Unit Development as evidenced by the following:

- Recordation of the Parent Final Map (FM-8-96) ([Appendix Project Complete 01](#))
- Recordation of subsequent subdivision maps that are in conformance to the original zoning (Z-17-90) and the Parent Final Map as approved and as approved by condition ([Appendix Mapping History 01 to 31](#))
- The Master Declarant, Nevada Legacy 14, LLC has been dissolved ([Appendix Project Complete 02](#))
- Per the City of Las Vegas all outstanding development bonds have been released ([Appendix Project Complete of Peccole 03](#))

In Conclusion, The Peccole Ranch Master Development Plan is a Planned Unit Development (see pervious report section) and is a completed Planned Unit Development.

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PLANNING COMMISSION MEETING

FEBRUARY 14, 2017

VERBATIM TRANSCRIPT – AGENDA ITEMS 21-24

1 **ABEYANCE - GPA-68385 - GENERAL PLAN AMENDMENT - PUBLIC HEARING -**
2 **APPLICANT/OWNER: 180 LAND COMPANY, LLC - For possible action on a request for**
3 **a General Plan Amendment FROM: PR-OS (PARKS/RECREATION/OPEN SPACE) TO:**
4 **L (LOW DENSITY RESIDENTIAL) on 166.99 acres at the southeast corner of Alta Drive**
5 **and Hualapai Way (APN 138-31-702-002), Ward 2 (Beers) [PRJ-67184]. Staff has NO**
6 **RECOMMENDATION.**

7

8 **WVR-68480 - WAIVER RELATED TO GPA-68385 - PUBLIC HEARING -**
9 **APPLICANT/OWNER: 180 LAND COMPANY, LLC - For possible action on a request for**
10 **a Waiver TO ALLOW 32-FOOT PRIVATE STREETS WITH A SIDEWALK ON ONE**
11 **SIDE WHERE 47-FOOT PRIVATE STREETS WITH SIDEWALKS ON BOTH SIDES**
12 **ARE REQUIRED WITHIN A PROPOSED GATED RESIDENTIAL DEVELOPMENT on**
13 **34.07 acres at the southeast corner of Alta Drive and Hualapai Way (Lot 1 in File 121, Page**
14 **100 of Parcel Maps on file at the Clark County Recorder's Office; formerly a portion of**
15 **APN 138-31-702-002), R-PD7 (Residential Planned Development - 7 Units per Acre) Zone,**
16 **Ward 2 (Beers) [PRJ-67184]. Staff recommends APPROVAL.**

17

18 **SDR-68481 - SITE DEVELOPMENT PLAN REVIEW RELATED TO GPA-68385 AND**
19 **WVR-68480 - PUBLIC HEARING - APPLICANT/OWNER: 180 LAND COMPANY, LLC**
20 **- For possible action on a request for a Site Development Plan Review FOR A PROPOSED**
21 **61-LOT SINGLE FAMILY RESIDENTIAL DEVELOPMENT on 34.07 acres at the**
22 **southeast corner of Alta Drive and Hualapai Way (Lot 1 in File 121, Page 100 of Parcel**
23 **Maps on file at the Clark County Recorder's Office; formerly a portion of APN 138-31-702-**
24 **002), R-PD7 (Residential Planned Development - 7 Units per Acre) Zone, Ward 2 (Beers)**
25 **[PRJ-67184]. Staff recommends APPROVAL.**

PLANNING COMMISSION MEETING

FEBRUARY 14, 2017

VERBATIM TRANSCRIPT – AGENDA ITEMS 21-24

273 **CHAIRMAN SCHLOTTMAN**

274 Thank you. And I'm unsure if there's a group, but we'll go ahead and give 10 minutes. It looks
275 like Mr. Schreck.

276

277 **FRANK SCHRECK**

278 Mr. Chairman, members of the Commission, Frank Schreck, 9824 Winter Palace Drive. I want to
279 assure you I'm not an extortionist.

280

281 **CHAIRMAN SCHLOTTMAN**

282 Thank you.

283

284 **FRANK SCHRECK**

285 So we're up here to make a presentation. But this has never been heard by this Commission
286 before. There are some very significant legal issues which we have a tremendous disagreement
287 with your City Attorney and what's been presented. We don't have a capability of presenting this
288 adequately in 10 minutes.

289 We want, if we need to draw time from some of our residents here if you want to keep this short,
290 but we have a presentation that we feel that we need to make for the record, because we have a
291 great deal of difference in opinion based upon some of the legal positions that the City Attorney's
292 Office and Staff -.

293

294 **CHAIRMAN SCHLOTTMAN**

295 Mr. Schreck, how much time do you feel that you need?

296

297 **MICHAEL BUCKLEY**

298 -I think that, Michael Buckley, 300 South 4th Street, I have a short presentation, and we have
299 Shauna Hughes, who represents the Association, and George Garcia has a presentation that
300 involves these exhibits, which we would like to submit for the record.

PLANNING COMMISSION MEETING

FEBRUARY 14, 2017

VERBATIM TRANSCRIPT – AGENDA ITEMS 21-24

301 **FRANK SCHRECK**

302 And I have a brief presentation with respect to major modifications.

303

304 **CHAIRMAN SCHLOTTMAN**

305 Mr. Schreck, how much time do you feel that you need?

306

307 **FRANK SCHRECK**

308 Probably 20 minutes? 30 minutes. We'll draw them from some of our residents that are here so
309 you don't have to worry about your time.

310

311 **CHAIRMAN SCHLOTTMAN**

312 Sure. We'll go ahead and hear this out.

313

314 **FRANK SCHRECK**

315 Thank you very much.

316

317 **MICHAEL BUCKLEY**

318 Thank you, Mr. Chairman. Once again, Michael Buckley. I'm here in opposition to this project.

319 My address is 300 South 4th Street.

320 The application is really falsely premised on this, the description of the zoning in this December
321 letter to the, from the Planning Department. Both the Applicant and for some reason the City
322 conclude that any part of Badlands can be developed with up to 7.49 units per acre based on the
323 RPD-7 zoning. That is not correct.

324 This ignores the plain language of both the planning letter and the Development Code. This is a
325 residential planned development district. It's the district that's zoned RPD-7. As the Code states,
326 the numerical designation refers to the number of units in the gross acreage of the district, not
327 any particular parcel.

PLANNING COMMISSION MEETING

FEBRUARY 14, 2017

VERBATIM TRANSCRIPT – AGENDA ITEMS 21-24

328 The Staff reports states: Except as otherwise authorized by this title, approval of all maps,
329 vacations, rezoning, site development plan reviews, and so forth shall be consistent with the
330 spirit and intent of the general plan.

331 Page 77 of the 2020 Master Plan and page 26 of the Land Use Element both identify Peccole
332 Ranch as subject to a Special Master Development Plan. That plan is the Peccole Ranch Master
333 Plan approved in 1990 as Z-1790.

334 Any development here must be consistent with that master plan, which includes 211 acres of golf
335 course drainage. That golf course drainage is identified in several recorded maps affecting
336 Badlands, including the 1996 final map parent final map. In the 1998 final map for Lot 10, which
337 segregated the part of the golf course from the adjacent residential parcel and dedicated this
338 particular parcel, Lot 21, as a public drainage easement to be privately maintained.

339 The Staff Report statement on page two that over time the development pattern in this area did
340 not follow the master plan as approved is incorrect. These drainage and open space areas remain.
341 Moreover, the zoning history within this area, after 1990, shows that virtually every development
342 has been subject to Z-1790.

343 There's been conversation that the hard zoning for Badlands is unique. This is also not true.
344 Canyon Gate is zoned RPD-4. Los Prados is zoned RPD-9. Silverstone is zoned RPD-3. Even the
345 lake at The Lakes is zoned RPD-3. As the City Attorney here stated on October 18th, if there is
346 another golf course in town that has hard zoning like this one does, then they would have the
347 same rights as this applicant.

348 This is not complicated. Peccole Ranch Phase 2 had and has a plan. It is an RPD district, a
349 planned development. That plan, the 1990 Peccole Ranch Master Plan has been and must be
350 followed. A project not consistent with that plan must first change the plan.

351 Lastly, what you do tonight will set a precedent not only for the golf course communities
352 mentioned, but many other small RPD districts in the city, enabling development of open space
353 in other areas, turning upside down expectations of homeowners throughout the city.

354 I have here a binder put together that deals with the RPD-7 zoning district, which I'd like to put
355 in, and this also a binder prepared by Mr. Garcia, which contains the zoning history of Peccole
356 Ranch. Thank you.

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PLANNING COMMISSION MEETING

FEBRUARY 14, 2017

VERBATIM TRANSCRIPT – AGENDA ITEMS 21-24

357 **CHAIRMAN SCHLOTTMAN**

358 Thank you.

359

360 **CLYDE SPITZE**

361 Good evening. My name is Clyde Spitze. I have a residence in Queensridge. I also have a
362 document that I have prepared.

363

364 **CHAIRMAN SCHLOTTMAN**

365 Sir, can we get your address?

366

367 **CLYDE SPITZE**

368 I will not take the time to read all of it.

369

370 **CHAIRMAN SCHLOTTMAN**

371 Sir, can we get your address?

372

373 **CLYDE SPITZE**

374 1008 Greystoke Acres.

375

376 **CHAIRMAN SCHLOTTMAN**

377 Thank you, sir.

378

379 **CLYDE SPITZE**

380 I won't read this all, but I have worked on this project since 1972. I've been a project manager on
381 this project until I retired in 2005. I am the one that has worked entirely with Mr. Peccole and the
382 Peccole family in developing this. This letter states and is an answer to two letters that were filed
383 by the Applicant using my letter and a letter from the City as his example of this use.

384 This represents my understanding and my understanding to you that this piece of property, this
385 letter was developed for a bank to make sure that that bank, when it developed, when it gave

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386 money to the developer was not going to be faced with anything except open space and the use
387 of that open space legally defined. Golf courses are available, and this letter from the City does
388 state that.

389 I have put my life into this project. I can guarantee that if Mr. Peccole were here, this would fit
390 exactly what he said. I have been personally involved in this. I want you to take this, understand
391 it, and it is the truth and I will back it up. And there's, also the two copies of the letter that were
392 sent from me and the response to the City.

393 If you have any questions, I will be here to answer them.

394

395 **CHAIRMAN SCHLOTTMAN**

396 Thank you, sir.

397

398 **FRANK SCHRECK**

399 Once again, Mr. Chairman and members of the Commission, Frank Schreck, 9824 Winter Palace
400 Drive.

401 I'm just going to be as brief as I can. There's no way you can approve this application without a
402 major modification application. If you follow the law, if you follow your ordinances, it has to
403 have a major modification.

404 If you take a look at Chapter 1910, Subsection G, it talks about the development of property
405 within a planned development district, and as you've heard already, this is a planned development
406 district, and I'll submit additional evidence that it's a planned district.

407 Three of your maps, from the beginning of 1992 through 1995, 2015, show and designate the
408 Peccole Ranch as a master plan community, and your final zoning approval, that was given after
409 the 1990 Master Plan was approved January 29th, 1991, talks about all those approvals being in
410 conformance to the condition of approval for the Peccole Ranch Master Development Plan
411 Phase 2.

412 So there's no question this is a master plan community. It's never been built in a hodgepodge
413 fashion. Everything that's been built in that community has been tied in with the mapping over a
414 seven or eight-year period, all referring back to Z-1790.

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415 But if you take a look at your ordinance, it requires in a master plan community that if you're
416 going to go ahead and make any changes within the master plan community and those changes
417 don't fall within the minor modifications, which this does not fall within a minor modification,
418 there has to be a major modification.

419 Now, your own staff, in January of 2016, in respect of the 720 that were being proposed and that
420 will be heard tomorrow night, stated, uncategorically, that it is the determination of the
421 Department of Planning that any proposed development not in conformance with the approved
422 Peccole Ranch Master Plan would be required to pursue a major modification of the plan prior or
423 concurrently with any new entitlements. That's from your own staff.

424 And then the first finding that they made, the proposed general plan amendment, which you have
425 here before you tonight, would result in the modification of the Peccole Ranch Master Plan;
426 without approval of a major modification to said plan, no finding can be reached at this time. It's
427 axiomatic that if you have to go and change the master plan to do something on a piece of
428 property in a master plan community, that obviously is a substantial change or requiring a major
429 modification. There is absolutely no question about it.

430 And to be consistent with the, let's see if I have it here, if you'll just, I don't know which way to
431 put this. Did this come up right? Is it this way?

432

433 **CHAIRMAN SCHLOTTMAN**

434 Yes. That's great. Thank you.

435

436 **FRANK SCHRECK**

437 This is taken from your Land Use Elements and if you talk about something that's not compatible
438 and that isn't consistent with the general plan with respect to Peccole Ranch, you look where we
439 have PR-OS, which for 20 years, the entire 27 holes of that golf course has been designated on
440 your land use plan at the top level, which is far above any zoning which is way below it. Zoning
441 effectuates the densities that are provided under the master plan, and you'll see those zonings
442 right under PR-OS.

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443 What does it say for residential? Nothing. Zero. And that's exactly what's happened for 25 years.
444 And under that, what's the only type of consistent and compatible zoning can you have there? It's
445 CV. It's not anything else. So you have to, if you want to change our master plan by putting in
446 this, by approving this application, they have to have a major modification, or you're violating
447 your own ordinance. Thank you.

448

449 **CHAIRMAN SCHLOTTMAN**

450 Thank you.

451

452 **CHAIRMAN SCHLOTTMAN**

453 Good evening.

454

455 **GEORGE GARCIA**

456 Thank you, Mr. Chairman, Commissioners. George Garcia, 1055 Whitney Ranch Drive, Suite
457 210. Pleasure to be before you.

458 So if we can go to the overhead and start with this and picking up where Mr. Schreck left off, this
459 is a copy or portions of excerpts from the 1990 approval for the Master Development Plan and
460 the PUD. There were two actions on the Planning Commission and City Council that ultimately
461 creates what we call the Peccole Ranch Phase 2 Master Plan. And that's more than just
462 Queensridge, actually. So we all think of it as Queensridge, but there's actually more than that in
463 it.

464 But one thing that's very clear, to reiterate what Mr. Schreck said, if we look at this particular
465 chart, and real simple, if we can zoom in on that portion of it, you'll see very clearly that the
466 master developer, the declarant, the Peccoles, identify Peccole Ranch Land Use Data Phase 2. It
467 spells out very clearly, in the column on the left-hand side, what are the permissible land uses.

468 I don't think it's too hard to read single family, multi-family and then of course, we get down to
469 golf course and drainage. Very clearly articulated in how many acres. At that time, it was 211. It
470 later gets amended to where they add the extra nine holes and it gets to 250.

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471 We look across there, is there any net density in the third column? There is no net density. Just as
472 we see in the PR-OS, there is no residential allowed, no net density. Therefore, how many units
473 are allowed at the end? In the far column on the right, there are none. You can see where the
474 density is allowed. It's in the single-family and multi-family on the acreage as identified.
475 So the RPD-7 that was there, the 7 just constituted what was part of the City's Master Plan,
476 general plan back that was adopted in 1985, and this was done under that and consistent with that
477 plan, which allowed up to 8 units per acre. They said seven. And the developer decided, I don't
478 even need all seven; I'll take less than the maximum seven because I think it will affect
479 transportation. I'm trying to create a quality community; I don't need all that.
480 The City didn't make them do that. The master developer offered to do that. The master
481 developer offered to create this golf course, open space, drainage for a number of reasons, but it
482 was accepted by the City, and it has been consistently applied over the entire life of this project.
483 This chart has never been altered.
484 The design, while conceptual at the time here in terms of the actual layout of the land, in terms of
485 where the golf course, those things are conceptual. The way that Alta was done originally was
486 conceptual. It got finalized and changed. So the plans are conceptual at the outset and get fine-
487 tuned as the engineering and all the design details are done.
488 What is clear today is that it's a completely built master plan community. It is completed. The
489 declarant has gone. There is no development company left. That under the state statute, NRS
490 278, constitutes a completed master plan, which entitles every resident to special protection that's
491 not otherwise afforded in other places in the Code, that are just standard development. It's under
492 278A, and I think we've set this before, they're provided the protection.
493 That is, if you're going to change the master plan, and remember, these are people who came
494 down to the City and said, what does your master plan show? Well, the City did a master plan
495 that showed it's PR-OS (Parks/Recreation/Open Space) and all this golf course drainage. So the
496 City made changes to its plan to match what they had approved under the Master Development
497 Plan and the PUD. That's existed up until this day when it's being sought to be changed.
498 Every purchaser looking at those documents and disclosures would think it's going to be parks,
499 recreation, open space by virtue of what the developer and the City are telling me. They buy in

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500 there in reliance on that. And if you reasonably rely on it, NRS says you have a right to
501 reasonably rely on things and somebody just can't take it away from you. They have to come
502 back and seek your consent before they can even apply to the City to alter this Master Plan.

503 So, unlike a typical subdivision, the developer gets lots of flexibility, the City gets a better, more
504 innovative, creative project, and, in return, the residents pay premiums in master plan
505 communities, but they have a right to a higher level of protection. And that's what both the
506 statute says, city ordinance say, and as well a Supreme Court case that has been adjudicated says
507 as well.

508 So, to give you an example of what the residents would believe, this is out of their documents,
509 and it shows you what would they expect. They have a golf course here. It says golf course open
510 space. What does it say at every one of these where these homes are showing configuration of
511 potential lots? Every one of them shows views.

512 So while the documents that have been shown indicate very clearly, they don't have the right to
513 use the golf course, they don't own it, they don't have a membership right in it. They have the
514 right to the enjoyment of that property, and state statute says you have the right to use or
515 enjoyment.

516 In this case, it's enjoyment. And what does enjoyment mean? I don't think it's too difficult to
517 understand in a master plan community. The enjoyment is you have great views, you have
518 microclimate, you have peace and quiet, you have a lot of amenities that go with it, you have a
519 gated golf course community that people want to live in, it creates value, and they want it
520 protected. So there was that expectation at the City level all the way down into the CC&R design
521 guidelines.

522 And as was indicated, we see this same kind of protection contemplated in all these other RPD
523 districts. So City Muni-Course is C-V, but all the developments, Silverstone, Los Prados, and
524 Suncrest Trails here are RPD.

525 The decision that gets made tonight and at the City Council, ultimately, will in fact set precedent,
526 even though some may say it not, it does and it will. And if it does, as I said and predicted, if this
527 gets approved, it will in fact be a golf course gold rush. The company that owns the golf course,
528 or operates the golf course at Canyon Gate, is ultimately owned by a hedge fund company. So if

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529 there's not an exit..., that's a great exit strategy at the end of the day. If golf isn't as valuable, you
530 can turn it into multi-family apartment or a single-family development and eliminate the golf
531 course.

532 To reiterate this point, I think that was mentioned already, public drainage, this entire lot and all
533 of that acreage that we're talking about is covered by a public drainage easement, per book, and it
534 tells you the book and page it's on. You can't put homes on a drainage easement. That drainage
535 easement would have to be vacated before you can develop this.

536 Some of this land that we're talking about is 100-year flood plain, some of it is not. But to put
537 any of that done, you're putting the cart in front of the horse. City Engineer is required to make
538 certain findings. Those findings are not present. Under Title 20 of the Municipal Code, it says
539 very specifically NRS 278A applies under Title 20 and the four PUDs and that the City Engineer
540 must report on those to you. That has not occurred. We think that's a deficiency.

541 Here, as I was saying, this is Canyon Gate showing you all of these same designations, PR-OS,
542 open space, the same protections that we're seeking. I guarantee you every resident in one of
543 those master plan communities will want these same protections. They won't want to have
544 development without their consent.

545 So, in part, that sets the framework for this, but let me tell you, with this specific application, we
546 believe is defective and deficient, as I pointed out some of those. First off, a major mod is
547 pointed out as required. That's an amendment to the Peccole Ranch Master Plan. That's not
548 before you.

549 RPD is specifically not allowed under today's code. In the Zoning Code, it says RPD
550 development is not allowed under the current code, and yet we see it here being used. Previously,
551 we've seen PD used because PD is the new designation that the City says that's what you should
552 be using, not RPD. We think that's, this is an error.

553 The site has been mapped improperly, and we've set that case forth and it has not been dismissed.
554 The mapping has been done by serial maps, and what that sets up, the 61 lots that you're looking
555 at is one piece of that serial mapping process. That serial mapping, while it's not only illegal,
556 violates the whole concept of basically what the Planning Commission entire history is, which is
557 every map, up until this property was acquired recently, was done through a tentative map and

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558 final map process. Those tentative maps were seen by this body. This does not, this is not
559 consistent with all the prior actions we've provided.

560 So in the large book that Mr. Buckley provided you, the entire history of Peccole Ranch Phase 2
561 is in there, whether it's on zoning entitlements, showing you consistency with a master plan,
562 consistency on zoning and mapping.

563 This RPD is required by Code 19.06.040 Subsection C. It's supposed to have floor plans,
564 elevations, and CC&Rs. What do we have tonight? We heard promise of CC&Rs. We've heard
565 promises of what's to follow. That's not allowed. It's not a promise that you're allowed to make.

566 In addition, those promises, I can tell you, if it's an SDR or a tentative map that those conditions
567 are attached to, if I come back and if I never finalize any of that, I can come back and do a new
568 SDR and a new tentative map anyway. They're not binding. But in any case, they are required per
569 the Code.

570 As I've said before, it does not meet Title 20 for subdivision proposal as an example as drainage
571 easement, as I pointed it out. Title 20.08.370 specifically acknowledges that 278A applies to
572 PUDs.

573 So to go back and conclude on why it's defective and deficient, last point, no application should
574 be accepted by the City without the consent of the owners of a master plan community as
575 required by state statute NRS 278A.

576 Fundamentally, what we're talking about is very basic issues. And here's another one. On
577 planning and zoning, and I'll go into this so, just so we're clear, since we're going to get this, so
578 just to be clear, what takes precedence, the zoning or the master plan? And the answer is the
579 master plan. Generally, the rule is it takes precedence.

580 Zoning does not trump the master plan of the City. And I think Mr. Schreck showed you that
581 chart, and we can show you another one that there's a pyramid that actually shows the exact order
582 in which things occur, general plan/master plan first, specific area or master development plan
583 second, and further down the road is zoning. They follow in that order descending down to
584 zoning.

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585 Here we have a general plan for PR-OS. We have a master development plan that says it's open
586 space and drainage, and the zoning is RPD-7. But they follow the master plan and the plan set as
587 I showed you.

588 So NRS 278 says the City's plan and general code and Nevada Supreme Court, the City's own
589 approvals regarding the Peccole Ranch Master Plan Phase 2 conform and confirm the developer
590 and City's Planning Department are 100% wrong if they want to say that zoning trumps the
591 general plan, it does not.

592 Creation of the City's plan, there's an entire history, I'll leave this document, but basically, as I've
593 said, all of the documents that have been provided in the entire history of this is going from the
594 approvals that were conceptual at the time, and every amendment thereto, basically is all
595 consistent with that Z-1790 chart I showed you, and then additions thereafter, but all consistent
596 with public parks and recreation, open space, and the protection of the community with no
597 residential in there.

598 The City's General Master Plan is entitled the Las Vegas 2020 Plan. We point out in there that,
599 where, again, it specifically sets forth that this is a master development plan for Peccole Ranch.
600 You can see here is the chart I was referring to, if we can go to the overhead. Very clearly, this is
601 the chart right out of the City's Land Use Plan. This is part of the Land Use Element.

602 This is the 2020 plan. As I was saying, this pyramid showing the Las Vegas Master Plan, and this
603 is starting going from broad to specific, then the Land Use Element, Land Use Designations.
604 Here we have here master development plans, such as we see here for Peccole Ranch, and zoning
605 designation as being the most specific, but progressing from broad to specific.

606 The hierarchy then established is, as I said, that the land use plan, general plan, and the master
607 development plan dictate the zoning, not the other way around. All of the allowable densities, all
608 of the land uses, everything derived from the master development plan and then the zoning
609 follows. And again, that chart that Mr. Schreck showed you, I've got it here as well included.

610 The Peccole Ranch, as I said, Master Plan conforms to the General Plan. It conforms, so it
611 follows that hierarchy going from the general to the specific. So City Plan, PR-OS, Peccole
612 Ranch Master Development Plan, I showed you open and drainage space with no units and then
613 finally the zoning.

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614 So, specifically in the Code in Title 19, it talks about well, let's talk about the City's Master Plan
615 and General Plan. The adoption is consistent. The adoption of the title is consistent and
616 compatible with all further goals, objectives, and programs of the General Plan. It is consistent.
617 The zoning is consistent with the General Plan, which means it's not only consistent with the
618 General Plan's land use and density regulations, but consistent with all programs and policies of
619 the General Plan. Again, the General Plan dictates. The zoning implements the densities of the
620 General Plan, not the other way around.

621 In *Nova Horizon*, one of the cases by the Supreme Court, it says the Nevada Supreme Court held
622 that zoning authority must adopt zoning regulations that are in substantial agreement with the
623 master plan, including any land uses, a guide, and the court further said, determined that master
624 plans are to be accorded substantial compliance under the Nevada Statutory Scheme. Again, city
625 general plan, master development plan, and then the zoning. They have to follow.

626 In conclusion, it's irrefutable that the zoning regulations only implement, not create densities.
627 The Master Development Plan for Peccole Ranch sets forth very clearly that stripping away the
628 PR-OS and then trying to take away the master development plan designation would require a
629 major mod to accompany all that you have before you. That's not before you.

630 So let me leave that for you and conclude that at the end, again, this is a completed master plan.
631 It deserves all the protections and designations that every master plan community will want and
632 every homeowner would research and found and relied on. They deserve your protection. We'd
633 be happy to answer any questions you have. And I'll leave these for the record.

634

635 **CHAIRMAN SCHLOTTMAN**

636 Thank you. There's currently three and a half minutes left.

637

638 **SHAUNA HUGHES**

639 Thank you very much. Chairman, members of the Planning Commission, good evening. My
640 name is Shauna Hughes, 1210 South Valley Verde, Suite 250.

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641 **CHAIRMAN SCHLOTTMAN**

642 Thank you.

643

644 **SHAUNA HUGHES**

645 I appear before you tonight on behalf of my client, the Queensridge Homeowners Association.

646 Since we were last in front of you, several important events have transpired, starting with we

647 attended a nine-hour City Council meeting on this project, during which I was instructed to work

648 with the developer's representative, Mr. Pankratz, to meet and negotiate a complete global

649 resolution with respect to the development of the entire 250 acres, now owned by the developer.

650 We met a total of five times, and unfortunately no progress was made that I can report. At the

651 first meeting, I was told that the golf course was closing. Between our second and third meeting,

652 the developer filed the applications which are in front of you this evening for your consideration.

653 Despite clear direction from the Mayor and City Council to reach a global resolution on all 250

654 acres, the developer chose to file applications to develop 61 lots on 35 acres. This piecemeal

655 approach is precisely what the homeowners have vehemently and continuously objected to, and

656 we continue our objection to you here tonight.

657 We stand ready, willing, and able to negotiate in good faith. Approval of the items on tonight's

658 agenda will put an end to any hope of reaching a global resolution, because it will, in effect, put

659 your stamp of approval on the piecemeal development in this beautiful master plan community.

660 The residents implore you not to green light piecemeal development. Please affirm the Council's

661 direction to negotiate in good faith, both sides, toward reaching a solution that provides

662 compatible, harmonious development in this already existing community.

663 Just 24 hours ago, I attended a homeowners meeting hosted by the developer to discuss tonight's

664 applications. Twenty-four hours ago I was at this meeting, one day ago. The homeowners were

665 asked what concerns they had as if any of them could or would be addressed today.

666 Nevertheless, the neighbors did ask questions, such as what type of walls or fences would be

667 erected next to their homes. The answer was: We will meet with you later to see what you want.

668 Yet, a secondary question: What type of landscaping will be required on the newly created

669 adjacent lots? Answer: We will address that in the CC&Rs.

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670 What type or style of architecture will be required to ensure compatibility with the existing
671 homes? Answer: That will be addressed in the CC&Rs.

672 My question here today is, okay, where are the CC&Rs so these critically important concerns and
673 how they will be addressed can be reviewed by the neighbors and by each of you prior to any
674 vote on this project?

675 These are not inappropriate or burdensome questions by any means. They are very simply the
676 questions any responsible homeowner would have about what would be built on land
677 immediately adjacent to their own homes. We will meet with you later or show you later, is not a
678 response that you, as planning commissioners, should find acceptable, and indeed I am confident
679 that you will not.

680 Please continue these applications until meaningful negotiations on the entire project are
681 completed. Please do not vote on any of these applications until the developer is required to
682 address these reasonable homeowner concerns in a meaningful and enforceable way.

683 Thank you very much for your time this evening.

684

685 **CHAIRMAN SCHLOTTMAN**

686 Thank you. I appreciate your time as well.

687 We're going to go ahead and open this up, and anyone wanting to discuss, we'll give you two
688 minutes. Please come forward. And we have three microphones, so please line up at the
689 microphones so we don't have to wait on anyone. Good evening.

690

691 **ELAINE WENGER-ROESENER**

692 Hi. Good evening. I'm Elaine Wenger-Roesener, and I reside at 9811 Orient Express Court. I'm
693 here tonight as President of the HOA of the Queensridge community.

694 The Queensridge community remains opposed to the development as presented and concerned
695 over the lack of a completed comprehensive development plan for the entire proposed
696 development. The lack of a completed development plan creates uncertainty and anxiety.
697 Residents just met last night with representatives of EHB and request time to understand these
698 proposals in the context of a completed plan. Piecemeal development is simply not fair.

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699 Also, the City has a drainage easement on the land in this proposed 61-home development, and
700 the developer has not requested a vacation of this easement. If this application is approved
701 without appropriate measures taken regarding drainage and if anyone, God forbid, is hurt or if
702 there is any property damage, I wonder who would be liable. Would it be the City, the developer,
703 or the newly formed HOA?

704 This is a critical issue, and we believe it should be addressed. With respect to the request before
705 the planning commissioners tonight, I ask that they abey these applications. I would also like to
706 leave a copy of a petition that circulated in the community. Many residents weren't able to come
707 tonight to speak, because it's the 14th of February, Valentine's Day, and they had other plans. And
708 I just wanted to leave this petition.

709

710 **CHAIRMAN SCHLOTTMAN**

711 Thank you.

712

713 **ELAINE WENGER-ROESENER**

714 And I did have one request. We have a homeowner that would like six minutes, but I have five
715 homeowners that have agreed not to speak, and they would like to give Paula their time if you
716 would allow that please.

717

718 **CHAIRMAN SCHLOTTMAN**

719 Who? Would...could we see who the homeowners are?

720

721 **ELAINE WENGER-ROESENER**

722 Sure. Just one second. There (inaudible) and those are the people that will not speak tonight.

723

724 **CHAIRMAN SCHLOTTMAN**

725 How many people tonight, by a show of hands, do we have to speak or that want to speak,
726 because we gave 30 minutes to the, you know, the gentlemen that came up? So we've already
727 given up a lot of our time to the gentlemen and the lady who's come up here previously. It's

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728 going to be hard for me to keep track of one person over here and three people back here and
729 four people back there. I just don't know how to physically?

730

731 **ELAINE WENGER-ROESENER**

732 I guess we could ask, sir, if you don't mind, of the Queensridge residents here, if you would like
733 them to stand, those people that are willing not to speak, and then I think you can have a
734 headcount. Of the residents that have talked to me, there's only one person that would like a few
735 extra minutes.

736

737 **CHAIRMAN SCHLOTTMAN**

738 Okay.

739

740 **ELAINE WENGER-ROESENER**

741 Thank you.

742

743 **CHAIRMAN SCHLOTTMAN**

744 Thank you. Go ahead.

745

746 **PAULA QUAGLIANA**

747 Paula Quagliana, 9621 Orient Express.

748 I have in my hand here the Citizens Land Use and Toolkit. It's put out by the City. It says the
749 Citizens Land Use and Toolkit, on the third page today, zoning ordinances or laws in Clark
750 County are designed to ensure the development will preserve air quality, conserve open space,
751 provide recreational needs, protection from flood, landslides, provide harmonious development
752 compatible with surrounding area.

753 These commitments are what you advertised that we citizens can expect that you will do for us.
754 If you don't, my message here tonight is that lives will not be changed for the better in our
755 association. If the existing zoning of RPD-7 is changed or the General Plan Amendment PR-OS
756 is changed to low density, it would be a disaster.

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757 As you know, low density permits single family detached homes, but it also permits mobile
758 homes on individual lots and family childcare facilities and many other things. Allowing this
759 General Plan Amendment would allow the developer to tear up and legally reinvent, recreate,
760 change the Queensridge Association as we know it today.

761 I will lay out the facts and the truth of what can happen to over 800 homeowners and their
762 families, both personally and financially, if the developer gains the power of low density and is
763 allowed to develop 250 acres of land within the walls of our association.

764 Number one, once the developer starts this project and tears up the existing areas for utilities,
765 sewer, walls, roads, I heard another person talk about banks, they may not make new loans for
766 homes. Homeowners may find cash buyers only. Some banks may call in their loans. These are
767 the worst disasters that can happen with your vote.

768 What the developer chooses to build with low density zoning may not even be compatible with
769 the existing association's CC&Rs. Moreover, remember, the developer does not have to follow
770 our CC&Rs or even comply with association building guidelines. Just last night at the meeting
771 you're hearing about, the developer informed us he intends to build homes over 50 feet tall.
772 Already he's deviating from the compatibility which he is required.

773 The change in the General Plan Amendment you are considering will not enhance our current
774 residential amenities and home values. We believe it could do the opposite. Underwater
775 mortgages, you're talking about. Also, there could be an impact if these flooding issues from
776 installing culverts in the arroyo flood zone. U.S. Army of Engineer, BLM, Fish & Wildlife,
777 FEMA must be contacted.

778 Just last night, the developer informed a resident, who lives next to a flood zone, he'll call him
779 during construction to meet with the engineer and discuss what will happen to the flood zone
780 next to his residence? Unacceptable.

781 The community would no longer be built as originally seen by insurance companies, including
782 the six days of bulldozers digging, chipping, and drilling. Homeowners additional insurance
783 could result.

784 The turmoil I've listed could cause existing homes to be somewhat unmarketable, I would say, so
785 senior citizens and other people who are ill would have to move and maybe they'd get stuck and

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786 they can't sell their residence. As a result, the responsibility of this debt to maintain their property
787 could be impossible. It's a financial disaster for these people. Tivoli Village, not completed and
788 left rusting after 2009 economic turndown, could this happen to us? Why not?

789 Mr. Lowie at the last City Council meeting shouted: We have land rights, granted land rights.
790 You, City Council, don't seem to understand there are lenders involved for \$4.5 million. He
791 further said something like he changed his plan to present to screaming homeowners. I will
792 continue on a path to go on with zoning; I'll have no meetings with anyone.

793 Mr. Lowie appears to believe this project is only about him and his investors. What about the
794 homeowners and land owners and our land rights? We have lenders for \$800 million to \$1 billion
795 right now in our homes that are at risk.

796 We homeowners have paid millions of dollars on property taxes to this city. Over 20 years,
797 individuals have paid \$300,000 over 15 years in property taxes on just one acre more than these
798 developers have paid on a 166 acres in 20 years. We could have bought this golf course ten times
799 over. Why did we pay this high price? It's called PR-OS RPD-7. I hear this is now some kind of
800 land error. No. We are an association. We're as-built now. You allowed it. The City allowed it. We
801 paid millions to preserve it.

802 Records show that, on December 30th, 2014, Mr. Pankratz, Lowie's associate, received a letter
803 from the City advising him that 166 acres of golf course property was RPD-7 among other
804 written restriction. This developer certainly cannot say they are innocent buyers of the golf
805 course and deserve approval for this project. They knew exactly what they bought.

806 The intent of RPD district zoning promote and enhance the enhancement of residential amenities,
807 utilization of open space, harmonizing with open space, removing such open space and
808 developing the property far more than ever contemplating would defeat this purpose and be
809 inconsistent with the intent of RPD zoning, and that's what we have.

810 I would ask you this evening to look at some of the horrendous things that could happen to the
811 homeowners if you allow all of these changes, to vote no on the project and the site plan
812 approval. And last, just like you say in your documents that you put out, we ask that you look out
813 for the health, safety, and financial wellbeing of your constituents of over 800 people just as
814 stated in your Land Use and Zoning Toolkit. I thank you this evening.

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815 **CHAIRMAN SCHLOTTMAN**

816 Thank you. Please hold your applause. Good evening.

817

818 **HERMAN AHLERS**

819 I am Herman Ahlers. I live at 9731 Orient Express Court.

820 I want to just address this new subdivision that we recently found out about. I attended the
821 meeting last night, asked a bunch of questions, didn't get answers. But my biggest concern is I
822 cannot for the life of me understand why the Planning Commission is recommending this
823 subdivision. It is non-conforming. It is non-compliant with the area around us, with our homes. I
824 live on Orient Express Court, and the back of these homes is going to face our single loaded
825 street. I'm trying to figure out what do they like about it.

826 Now, they're proposing to put...I used to build mobile home parks, 32 feet with small sidewalks
827 on each side is a mobile home street. You're recommending or the Planning Commission, if they
828 approve this, is recommending mobile home streets inside of Queensridge North, across the
829 street from all these custom homes.

830 There must be something that somebody likes that this is a benefit to other than the developer,
831 and I don't think that would be a benefit to him. I wouldn't build on a 32-foot straight. That
832 doesn't make any sense. But maybe they can get this thing squeezed in there if they could get the
833 approval to lower the street's size by 15 feet and then take out a sidewalk. Now, we can build,
834 and we want you to approve it and the Planning Commissioners or somebody is recommending
835 approval. Why would you do that?

836 Now, there is only one thing I can think of, and that may be someone said that the Planning
837 Commission needs revenue from development. Certainly EHB has given you a lot with Trivoli
838 and what have you. However, if the values in Queensridge are reduced by 30%, my taxes are
839 \$30,000 a year. They tell me that if I apply, I can get this reduced to \$20,000, because the values
840 are 30% less now. So now the City is going to get less revenue from property taxes and totally
841 ruin this project by making non-conforming approvals.

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842 **CHAIRMAN SCHLOTTMAN**

843 Thank you, sir. I let you go about 30 seconds over. That beeping noise that you hear means that
844 your time is up.

845

846 **HERMAN AHLERS**

847 But anyway, I recommend that you certainly turn down these mobile home streets and make sure
848 -

849

850 **CHAIRMAN SCHLOTTMAN**

851 Thank you. I appreciate that.

852

853 **HERMAN AHLERS**

854 - that any project in the future is (inaudible).

855

856 **CHAIRMAN SCHLOTTMAN**

857 Thank you, sir. Thank you. Thank you. Good evening.

858

859 **RON IVERSEN**

860 Good evening. My name is Ron Iversen. I reside at 9324 Verlaine Drive.

861 In the interest of time, I just want to say that I agree with comments of previous residents with
862 regard to all of this and request you to deny the four items that are in front of you tonight. So I
863 won't say any more than that. Thank you.

864

865 **CHAIRMAN SCHLOTTMAN**

866 Thank you. I appreciate it. I appreciate everybody coming up and lining up and not making us
867 wait. So, good evening, sir.

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868 **STEVE SEROKA**

869 Good evening. I'm Colonel Steve Seroka. I reside at 10100 Stony Ridge Drive, not in
870 Queensridge. I live in the neighborhood across the street, and I'm here to represent not only
871 myself and my neighbors, but my neighbors of Queensridge and the hundreds of thousands of
872 folks that are in our community as well. I think it's fair to say tonight that not just the majority of
873 people in this room, barring those that are being paid by the developer, but hundreds and
874 thousands of the people that I've talked to in my community are not happy and are not supportive
875 of this project.

876 On the issue of the waivers that we're discussing tonight, pre-recession, we had an attitude of
877 grow at all costs. We had an attitude of approve all waivers that are in the interest of the
878 developer and lobbyist. We don't need to emulate that now again in 2017. We don't need skinny
879 streets. We don't need streets where a fire vehicle cannot even turn around. We do not need to be
880 fearful of the complexity of this issue and the large terminology that is thrown out. We do not
881 need to be fearful of that.

882 In fact, we wouldn't be here today, if in the beginning we had said as responsible representatives
883 of the community, over my dead body will I allow a project that will drive property values down
884 30% in just a year; over my dead body will I allow those constituents to have a decrease
885 compared to their residents in other parts of our city at 45% relative property values; over my
886 dead body will I allow a project that will set a precedent that will ripple across the community
887 that those property values do not just be impacted in Queensridge, but throughout the
888 community.

889 I ask you to find that moral courage to stand up. I ask you to find that Fallujah moral courage,
890 that Pork Chop Hill moral courage, that Heartbreak Ridge and Doolittle Raid moral courage to
891 stand up for what you know is right. I ask you to stand up and be accountable to your
892 constituents. So tonight I ask you no waivers that only benefit the interest of the developer, and I
893 ask that you consider the precedent that you are setting in our community. Thank you.

894

895 **CHAIRMAN SCHLOTTMAN**

896 Thank you, sir. Good evening. Please hold your applause. Good evening, ma'am.

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897 **ANNE SMITH**

898 Good evening. I'm Anne Smith, 653 Ravel Court.

899 In November, the City Council put the 720 that you heard in abeyance to facilitate negotiations
900 between the developer and the Queensridge HOA, which Shauna has talked about, to develop a
901 full development plan that both could live with. However, today the developer is here with
902 another application to slice and dice the open space with more piecemeal development. How is
903 that good faith negotiations, while at the same time moving forward with a project that's the
904 antithesis of a comprehensive plan?

905 So I'm opposing the tentative map, 68482, and related applications as follows: one, it's not
906 compatible with the existing open space RPD-7 as presented by Mr. Schreck and Mr. Garcia
907 tonight.

908 Two, there will be severe traffic impacts. The 720 already takes Rampart Boulevard to 97%
909 capacity, and City Staff hasn't even been able to consider the impact of the ultimate development
910 because it's unknown yet.

911 Three, all neighborhood schools are already over 100% capacity. That affects everyone in the
912 area, not just Queensridge. It's not a personal issue for just our development. There's no
913 mitigation plan for any of this development with the school district.

914 Four, the constant uncertainty around the development has decreased our property values. The
915 County Assessor reduced all Queensridge taxable values an average of 10%, and that's without
916 any consideration of the future loss of the open space. So it's without that.

917 So we're also opposing GPA-68385 as it will be a major, not a minor modification for the entire
918 area.

919 So none of these applications should be considered. I'm going to leave you with just one image
920 of what we have been going through with this process for the last 18 months. This developer is
921 cannibalizing our community. They're eating us alive, biting off an arm here, a leg there, slowly
922 squeezing the life out of everyone in Queensridge and the Towers with every little incremental
923 bait and switch application.

924 So please keep that image in mind of what we are going through. We urge you to stop it and deny
925 these piecemeal applications tonight and demand a comprehensive development plan.

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926 **CHAIRMAN SCHLOTTMAN**

927 Thank you. I appreciate it.

928

929 **ANNE SMITH**

930 Thank you.

931

932 **CHAIRMAN SCHLOTTMAN**

933 Good evening, ma'am.

934

935 **DEBRA KANER**

936 Good evening. Debra Kaner, 660 Ravel. Here we are again and spending Valentine's Day
937 together.

938 When my children attended school in Las Vegas, they were taught continuously how to be good
939 citizens. They were awarded plaques in school programs for citizenship. During my career at
940 CCSD, we taught special education students how to be good friends to help each other. And now,
941 the citizen homeowners of Queensridge feel devastated by the potential abandonment of our
942 master plan. This was to be the highest homeowner protection.

943 We wonder why the city is trying so hard to protect this now fragmented high-density
944 development at our expense. What protection is given to us?

945 As a CCSD retiree, I'm especially concerned with the rudimentary attention given to the school
946 study rather than a full plan in place prior to accepting a major general plan amendment. Our
947 neighborhood schools are already overcrowded. We homeowners are asking you to protect the
948 good citizens of Queensridge.

949 I have wanted to downsize since my retirement, and, as you have heard, our property values have
950 decreased. At the last meeting, I informed you of the difficulty selling our homes. Well now, not
951 only have we had to reduce them by hundreds of thousands of dollars, but most of us have had to
952 remove our homes from the listings because realtors just won't even show our homes. Two
953 homes are now rentals. This is a painful effect on our beautiful Queensridge neighborhood.

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954 As an original homeowner in Queensridge, I urge you not to award the developer the Valentine's
955 gift of carte blanche, a blank check to piecemeal our beautiful oasis.

956

957 **CHAIRMAN SCHLOTTMAN**

958 Thank you. Good evening, sir.

959

960 **GORDON CULP**

961 Thank you. My name is Gordon Culp. I live at 653 Ravel Court. I've been a consulting civil
962 engineer for over 50 years and still maintain a full-time practice. It's just basic engineering when
963 you're developing a drainage plan for a watershed that you look at the entire basin and not look
964 at it on a piecemeal basis, particularly when you know there are going to be major modifications
965 made downstream of the particular area that you're looking at.

966 We know it's going to happen, but we don't know what they are, they haven't been defined. We
967 just know they're going to be much more intense than was originally proposed. The more open
968 space you replace with pavement and rooftops, the more storm runoff you get. So the total
969 magnitude of the runoff that must be handled by the overall drainage system for the 200 acres
970 cannot be determined without a comprehensive development plan for the entire drainage area,
971 not a piecemeal approach.

972 The other point I'd like to just very briefly cover is that the loss of open space called for the
973 general plan is going to lead to development that's going to adverse the quality of life that you've
974 heard from several speakers already. The proposed development of 63 homes establishes some
975 really bad precedents. In the design standards for this development and in the original
976 development plan, 10-foot high walls are proposed on the property lines between the
977 development and the existing homes.

978 We met with the developer a year ago because our homes back up and are immediately adjacent
979 to the areas proposed, where there's going to be multi-story condos literally in our backyard. We
980 asked him, please provide us renderings; what is this going to look like; what is this going to do
981 to us? A year later, what have we got? Absolutely nothing.

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982 So we've prepared our drawings based on what they told us are going to be 10-foot walls, if I can
983 just borrow the overhead for a moment. Is that working okay? That's our existing view. Here's
984 what will happen to it with a 10-foot high wall. You expect me to believe what the developer
985 says that my property value is going to go up?

986 We need a comprehensive overhaul plan for the entire development where there's some
987 consideration of minimizing the impacts from the folks that already live there. Thank you.

988

989 **CHAIRMAN SCHLOTTMAN**

990 Thank you, sir. Good evening.

991

992 **RAY STAZZONI**

993 Good evening. My name is Ray Stazzoni, and my address is 9940 Orient Express.

994 When I purchased my house, in 2013, I was shown documents that showed a master plan that
995 this was open space golf course. Had I known that, you know, the City Council and the Planning
996 Commission could change at will a master plan, I never would have purchased there, and I dare
997 say a lot of people, that may want to sell their homes, they're going to be looking at the same
998 things, so the property values are going to decrease tremendously.

999 If I could have a show of hands of the people that are opposed to this project, could you please
1000 raise your hands, everybody? If you could imagine that, if you could imagine that Planning
1001 Commission times about 100, that's how many people are in Queensridge. That's how many
1002 people are opposed to this. You've got to look at the numbers, guys. Thank you.

1003

1004 **CHAIRMAN SCHLOTTMAN**

1005 Thank you, sir.

1006

1007 **CLYDE TURNER**

1008 I'm Clyde Turner, 9511 Orient Express Court.

1009 Mr. Chairman, ladies and gentlemen of the Commission, I urge you to not deny these
1010 applications. If you don't have time to digest the technical information that was provided to you

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1011 tonight, then I ask you to defer it until you can digest it. I think this is a situation that on two
1012 counts could be handled quite easily.

1013 One is the 50,000 foot count, which tells you that it's just ridiculous, the projects and what's been
1014 offered all the way through this whole process to be done to this community. Secondly, on the
1015 technical basis, done by the Queensridge attorneys tonight, the information they've provided to
1016 you, if you need time to digest that, then defer it. If not, please deny it.

1017

1018 **CHAIRMAN SCHLOTTMAN**

1019 Thank you, sir. Good evening, ma'am.

1020

1021 **EVA THOMAS**

1022 Hi. I'm Eva Thomas at 652 Ravel Court.

1023 I'm here with pictures that I'm going to leave again. I oppose all the items related on the agenda
1024 in regards to the Badlands development. First off, the developer keeps changing the density. So
1025 we don't know what he is going to build or where he's going to build it because everything is
1026 always changing.

1027 I look out my backyard every day and I'm very lucky that I do look at where the Towers are. I
1028 was told on December 1st the water would be turned off, and it was turned off. But there are
1029 pictures here that I would love for you guys to see, that the sprinklers are on every single day
1030 now. Not only that, I had the Bellagio for about two days, water shooting straight up in the air for
1031 almost a week. Nobody did anything about it.

1032

1033 **CHAIRMAN SCHLOTTMAN**

1034 Ma'am, if you want to put them in the middle, we could put them on the projector.

1035

1036 **EVA THOMAS**

1037 Here?

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1038 **CHAIRMAN SCHLOTTMAN**

1039 Yes.

1040

1041 **EVA THOMAS**

1042 There?

1043

1044 **CHAIRMAN SCHLOTTMAN**

1045 Yes, Ma'am.

1046

1047 **EVA THOMAS**

1048 Okay. There's that one. So the water is supposed to be turned off, and that clearly, I mean, isn't

1049 turned off. Here's what's still down there. You can see it's like a black marsh. I don't know what it

1050 is. We're not allowed to walk on the golf course, but it isn't green. It's totally soaked with water.

1051 This is another like little leakage thing that comes out of it.

1052 On the bottom, you'll see the dates, January 18th, January 11th. This is it gushing again. It just

1053 never stops with the water. The water control over there is not. Here's January 18th, same spot is

1054 leaking again. This is from my house where they've turned the water off and now it's back on. So

1055 it's half green and half dead. I'm not sure what the purpose of that's about, because they don't tell

1056 us what the purpose of any of it is about.

1057 There is that....This is the dead part. Here's that one part where the water is still consistently

1058 leaking on February 9th. That's one month later. And here's the sprinklers on as of last night, the

1059 12th, and the 12th and look how nice and green it is there.

1060 So I'm just, brought the pictures to show again, once again, things that he has told us he's going

1061 to do has not happened. I totally want to deny this project. And we need a complete development

1062 plan.

1063

1064 **CHAIRMAN SCHLOTTMAN**

1065 Thank you. And let me just go ahead and make a, just take a quick second for a reminder. This is

1066 about the application before us today, not whether if they're watering the golf course, not

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1067 watering the golf course, or it's, are you here for this project, not for this project, and what is it
1068 about the project that you like or dislike?

1069

1070 **EVA THOMAS**

1071 No, this is about, this is about being here last time, being told what was going to be happening
1072 and to be getting ready for it, and none of it happened.

1073

1074 **CHAIRMAN SCHLOTTMAN**

1075 Ma'am, this isn't against you.

1076

1077 **EVA THOMAS**

1078 No, I'm just saying.

1079

1080 **CHAIRMAN SCHLOTTMAN**

1081 I'm just making a general comment.

1082

1083 **EVA THOMAS**

1084 But I'm just saying this just shows that the developer again did not do what he said he was going
1085 to do. And what is he doing? I mean, this isn't, so do you want me to leave these here, take them,
1086 leave them?

1087

1088 **CHAIRMAN SCHLOTTMAN**

1089 If you want to leave them here, we'll put them in the record if you so choose.

1090

1091 **EVA THOMAS**

1092 Okay. I'm just bringing it to your attention.

1093

1094 **CHAIRMAN SCHLOTTMAN**

1095 Thank you, ma'am.

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1096 **EVA THOMAS**

1097 And I'm totally against the development.

1098

1099 **DUNCAN LEE**

1100 Good evening, Commissioner. My name is Duncan Lee, and I live at 9631 Orient Express Court.

1101 I came before you last October 17th for my public comment, and I shared that all residential

1102 developers are watching your decision on this Queensridge matter and will reverberate

1103 throughout Southern Nevada. As you see here today and read the newspaper, several golf courses

1104 communities, such as Sienna, Silverstone, Las Vegas Country Club, and even Southern

1105 Highlands all have potential residential redevelopment on or around the golf course. Yet, as

1106 Planning Commissioners, I hope that you will listen to the process of our affected neighbors'

1107 comments and take their opinions as part of the process for approval or denial.

1108 So, for almost two years, you have overwhelming outcry from neighbors against this proposed

1109 piecemeal project. There's no independent study for flood controls or public safety. The last

1110 update I've received today, from the Chief of Staff from CCSD, is that there's no memorandum of

1111 agreement for the Clark County School District. We already have overcrowded schools. It's

1112 probably about 116 overcrowded, and yet there's no address where these future students may go.

1113 At last night's meeting for these 61 homes, I think there were a lot of issues I talked about which

1114 was minor issues, but I think overall, by the vote of hands of the people there last night, it was

1115 overwhelming objection to this development. So, please, deny this application until we have a

1116 complete plan for the entire development. Thank you.

1117

1118 **CHAIRMAN SCHLOTTMAN**

1119 Thank you.

1120

1121 **MARK NEWMAN**

1122 Mark Newman, 8440 Westcliff Drive.

1123 I would be against this project. If you haven't noticed or need a reminder, this town is less than

1124 10 years removed from a major economic crash on our real estate values. This project in the

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1125 course of one year has devalued the comparable real estate in the area by 30%, and the way this
1126 thing has been piecemealed, it makes me and reminds me of a very perfect political adage,
1127 BOHICA, bend over, here it comes again, because that's how government has been treating these
1128 residents. Thank you.

1129

1130 **CHAIRMAN SCHLOTTMAN**

1131 Thank you, sir. Good evening.

1132

1133 **PAT SPILOTRO**

1134 Could I have the overhead projector?

1135

1136 **CHAIRMAN SCHLOTTMAN**

1137 Yes

1138

1139 **PAT SPILOTRO**

1140 Hi, my name is Pat Spilotro, 8177 Bay Colony. I live in Silverstone Ranch on the other golf
1141 course that's under siege in Las Vegas. I did not bring a bunch of people with me. I'll beg the
1142 Council's indulgence for a couple extra minutes maybe.

1143 I didn't want to bring 100 people up here. I was here last July. I said, look it you guys, this is like
1144 the ninth or tenth or eleventh meeting I think I've been to on Queensridge since this whole thing
1145 started. I know there's a law against that. I can't be dragging people up here on various days from
1146 Silverstone Ranch to make a statement in front of the Committee. It's just a matter of access and
1147 availability.

1148 We spent the entire afternoon in Federal Bankruptcy Court in front of a federal judge that said
1149 that homeowners on a golf course have adequate access to all the legal documentation that
1150 affects the property underneath them. That includes the fact that all these people here have the
1151 same equitable servitude on the property that we have here at Silverstone Ranch.

1152 This Council has made great pains to say that Silverstone Ranch is not the same as Badlands and
1153 that Badlands is not a precedent for Silverstone Ranch. That's absurd. The fact is here's a picture

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1154 of Badlands, and if you can see it on your monitor, this is Badlands before the houses were built.
1155 The golf course was here, which means that every person that built here or bought a house here,
1156 whether they be subsequent owners or original owners, relied on the fact that the golf course was
1157 there.

1158 That gives them an equitable servitude on this land. They have a right to the open space, the
1159 expectation of the open space they had when they bought the property.

1160 This is Silverstone Ranch. It's the exact same thing. There are six houses there that Sommers had
1161 built, before the place went bankrupt when they were Mountain Spa. They stopped Mountain
1162 Spa, but they did build and when Pulte built it, they had an agreement that they drew up and said
1163 everybody has a right to the golf course open space.

1164 It's not a matter of the fact that they need X amount of acres, but they actually allocated this open
1165 space because of the fact that it adds value to the rest of the houses. They're talking about a 30%
1166 decrease. We've already had it. We already had our adjustment last year in front of the County
1167 Commission, the Board of Equalization where they reduced our taxes and held them.

1168 The same Commission is having hearings on the 24th or the 29th for the tax appeals for
1169 Badlands. They've already had stipulations agreed with a bunch of homeowners that said they've
1170 gotten 20% and 30% decreases in their properties. This is what you have to look forward to. The
1171 fact is, one more second and I'll be done.

1172

1173 **CHAIRMAN SCHLOTTMAN**

1174 Okay. I just want to let you know we're kind of going off track of talking about property values-
1175

1176 **PAT SPILOTRO**

1177 Well, no, the fact-

1178

1179 **CHAIRMAN SCHLOTTMAN**

1180 -because we cannot consider property values on the Planning Commission.

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1181 **PAT SPILOTRO**

1182 -I understand that. But the primary thing is the equitable servitude that serves upon the land,
1183 which the developer is just ignoring and the City is going ahead and approving over, is going to
1184 get to the courts, and the courts are all going to say, no, it doesn't exist.

1185 I'm submitting a brief with five cases in it. It also has recommendations from the 361A and 278A
1186 that says that you guys can't just go ahead and make a piecemeal, arbitrary dissection of a golf
1187 course and say that, oh, we're going to only do one corner, but it doesn't affect everybody else on
1188 the golf course.

1189 When you guys sent out notices for this particular project today, you sent them to a 1,000 foot
1190 area around that corner of the golf course. You should have sent them to a 1,000 foot area around
1191 the entire golf course. You can't separate this place out and say, oh, we're going to take one acre
1192 and just notify the people around this one acre; because the one acre actually destroys the entire
1193 golf course.

1194

1195 **CHAIRMAN SCHLOTTMAN**

1196 Okay, sir. I let you go a minute and a half over.

1197

1198 **PAT SPILOTRO**

1199 That's fine. I'll give these for the Council and here are some pictures of Silverstone Ranch that
1200 you all can look at. Thank you very much.

1201

1202 **CHAIRMAN SCHLOTTMAN**

1203 And I appreciate you, appreciate your testimony tonight. Good evening, sir.

1204

1205 **DALE ROESENER**

1206 Good evening. My name is Dale Roesener, 9811 Orient Express. I have concerns regarding the
1207 various applications, and I just have two kind of main points I want to key in on and they're more
1208 specific to this.

PLANNING COMMISSION MEETING

FEBRUARY 14, 2017

VERBATIM TRANSCRIPT – AGENDA ITEMS 21-24

1209 Last night, I noticed two of the lots on the layout plan are about one-third smaller than adjacent
1210 lots within Queensridge, which they represented that they were all harmonious and compatible. I
1211 was surprised, because I had met with Mr. Perrigo previously and he explained to me that
1212 compatibility guidelines require adjacent lots to be similar in size. Mr. Perrigo was there last
1213 night. When I brought it to his attention, he said he hadn't noticed, but it was a valid concern.
1214 I make this point for two reasons. The lot layout plan does not meet the compatibility guidelines.
1215 I know at least two cases that a third off is quite significant, I think.
1216 Additionally, the applications were received a short time ago, and I think part of the reason
1217 people overlook things as city planners, homeowners, and the like is that we have not had
1218 adequate time to reduce the documentation. As a result, I feel everyone involved in the review
1219 process has been disadvantaged and deserves significantly more time to review.
1220 Secondly, the entrance to the homes at Hualapai is ill-conceived and brings additional hazards to
1221 an already hazardous area. Because the turning exit is right in and right out, the only way to get
1222 to the south, which would be down towards Charleston where everybody shops and it's more
1223 popular, I think, than going to the north, you're going to have to go up to Alta and do a U-turn.
1224 I think Commissioner Moody, your office is nearby. I think you mentioned you see the golf
1225 course there. If I recall, a car actually had an accident and went into the entrance to your office
1226 building. I think it was boarded up for a while. And just last year, there was a teenager from
1227 Queensridge, a fatality at that intersection, and there have been multiple fatalities over the years.
1228 These residents coming out of there are going to have to cross three lanes, one of which is a new
1229 turn lane that was designed, I think, to help. They're going to have to cross three lanes and do a
1230 U-turn. So I really feel like we're adding problems.
1231 The developer's requests are going to make profound changes to the neighborhood and have a
1232 myriad of impacts. I request that you deny or alternatively abey the applications to provide
1233 adequate time to review. Thank you.
1234
1235 **CHAIRMAN SCHLOTTMAN**
1236 Thank you, sir. Good evening.

PLANNING COMMISSION MEETING

FEBRUARY 14, 2017

VERBATIM TRANSCRIPT – AGENDA ITEMS 21-24

1237 **CHRISTINA ROUSH**

1238 Good evening. Christina Roush, 8901 Greensboro Lane. I live in Tournament Hills, very near
1239 this proposed development, and I am not in favor of it. I'll speak quickly and swiftly, because
1240 you've already heard some very compassionate and very well-sounded arguments about why you
1241 shouldn't approve this tonight.

1242 But I know and you know that I know land use. My years in real estate, I've been before this City
1243 Council before. I've been through the County Commission before. I know you have to make a
1244 decision based on precedent as well as based on the law, and I know that you have a lot of facts
1245 that you've been briefed on by the City Attorney and by Director Perrigo.

1246 But I would submit to you that you need to consider the fact that the master plan should hold.
1247 The people that I talk to in this neighborhood and the people I talk to in the surrounding
1248 neighborhoods are extremely concerned about the lack of a master plan enforcement in the area.
1249 Many people that I've talked to throughout this entire community are very concerned about the
1250 fact that this will set a very dangerous precedent.

1251 Everyone is watching this case to see what happens next, to see what's decided on Queensridge,
1252 because then it will happen again and again and again in every community that's experiencing a
1253 golf course failure. This is a national epidemic. This isn't something that's just new to Las Vegas.
1254 Golf is changing dramatically, and as we go through this process, we're all going to have to
1255 figure out a good solution.

1256 But the solution is not to strip homeowners of their rights. It's not to take away the open space
1257 that they were granted. If something is zoned RPD-7, that is a master plan for the entire space.
1258 That doesn't mean that you can take that and piecemeal use it. You can't put in a partial
1259 application. If you're going to apply something to the entire development, it needs to be applied
1260 correctly, and that math does not work. That math was already used up when the Towers were
1261 built and other densities were awarded.

1262 So I submit that to you, and I have you consider that as you take this vote under consideration.

1263 Thank you.

PLANNING COMMISSION MEETING

FEBRUARY 14, 2017

VERBATIM TRANSCRIPT – AGENDA ITEMS 21-24

1264 **CHAIRMAN SCHLOTTMAN**

1265 Thank you. Appreciate your input. All right. Anyone else wishing to speak, please come forward.

1266 Seeing none, I'll close the public hearing and turn this over to the Planning Commission.

1267 Actually, I am going to give a rebuttal to the Applicant, per our Rules of Conduct. And...Ms.

1268 Allen, considering that we gave them triple the amount of time as your initial presentation, do

1269 you need 10 minutes, or how much time do you feel that you'd like?

1270

1271 **STEPHANIE ALLEN**

1272 If we could, 15 would be fabulous.

1273

1274 **CHAIRMAN SCHLOTTMAN**

1275 Okay. Thank you.

1276

1277 **STEPHANIE ALLEN**

1278 Thank you very much. We'll let Jim go first, and then Chris and I will wrap up.

1279

1280 **JAMES JIMMERSON**

1281 Good evening, Mr. Chairman and members of the Planning Commission. My name is James

1282 Jimmerson. I am a resident of Queensridge community. My address is 9101 Alta Drive in Las

1283 Vegas. I am also an attorney, and I have the privilege of representing the land owner whose

1284 project is before you tonight.

1285 One of the things that you take away from this presentation is the absence of appreciation by

1286 those who speak against this project, and I want to make it clear that I do speak in favor of this

1287 project, about the work and effort that your City Staff has performed. How did we get here? We

1288 got here because of the men and women employed by the City of Las Vegas, and specifically, of

1289 course, the Planning Department, headed by Mr. Perrigo, that has recommended approval of this

1290 project. That's not arbitrary and capricious. That is well-grounded in fact.

1291 Not one sentence, not one evidence of that in the last hour, hour and a half that you've heard from

1292 the opponents referenced the fact that City Staff, professionals who are dedicated to reviewing

PLANNING COMMISSION MEETING

FEBRUARY 14, 2017

VERBATIM TRANSCRIPT – AGENDA ITEMS 21-24

2082 And so I just wanted to put that on record, because I don't want there to be any question as to
2083 integrity in this room. Our client has a lot of integrity. The folks in opposition have a lot of
2084 integrity. The Staff is amazing. So, no matter how this goes, I just wanted to put that on the
2085 record so that it's clear and we appreciate all of your efforts.

2086

2087 **CHAIRMAN SCHLOTTMAN**

2088 Thank you. I appreciate that. I'm ready for a motion.

2089

2090 **COMMISSIONER TROWBRIDGE**

2091 Thank you. I'm willing to jump out there. Staff, I'd like to ask you to please insert in the
2092 appropriate places in the appropriate items the additional conditions that have been offered on
2093 SDR-68481, the ones that were submitted in writing.

2094 So, having said that, in regards to Item 21, the General Plan Amendment, 68385, I make a
2095 recommendation for approval subject to all Staff conditions.

2096

2097 **CHAIRMAN SCHLOTTMAN**

2098 And Mr. Attorney, Mr. Jerbic, that does not meet a super majority, so that would go forward as-

2099

2100 **CITY ATTORNEY JERBIC**

2101 -It will show denial at the City Council, because it didn't have the super majority, but it will go
2102 on to City Council.

2103

2104 **CHAIRMAN SCHLOTTMAN**

2105 Okay. Thank you. **(Motion for approval failed due to lack of super majority with QUINN**
2106 **and CREAR voting No, which is tantamount to Denial)**

2107

2108 **COMMISSIONER TROWBRIDGE**

2109 Okay. In regards to Item number 22, the waiver related to the General Plan Amendment, 68358, I
2110 make a recommendation for approval subject to all Staff conditions.

PLANNING COMMISSION MEETING

FEBRUARY 14, 2017

VERBATIM TRANSCRIPT – AGENDA ITEMS 21-24

2111 **CHAIRMAN SCHLOTTMAN**

2112 Motion is on the floor. Please cast your vote. The motion is approved. **(The motion carried with**
2113 **QUINN and CREAR voting No.)**

2114

2115 **COMMISSIONER TROWBRIDGE**

2116 In regards to Item number 23, Site Development Review 68481, make a recommendation for
2117 approval subject to all Staff conditions.

2118

2119 **MR. LOWENSTEIN**

2120 Mr. Chairman, those are with all of the added conditions as read into the record by Staff and the
2121 Applicant. I would also like to ask for a further amendment to Condition number 6 so that the
2122 table indicates the maximum building height of 46 feet in both columns.

2123

2124 **VICE CHAIRMAN CHERRY**

2125 Through the Chair if I may.

2126

2127 **CHAIRMAN SCHLOTTMAN**

2128 Please do.

2129

2130 **VICE CHAIRMAN CHERRY**

2131 I really, on Item number 23, would feel a lot more comfortable in the motion if we did look at
2132 those lots and were able to get them to line up more compatible with the adjacent lots there,
2133 which by a quick look, it looks like there would be a reduction of probably five lots on there.

2134

2135 **STEPHANIE ALLEN**

2136 Mr. Chairman, we're fine if you have a suggestion. I think maybe even if we lost one lot here,
2137 this would probably line up. I don't know. We haven't looked at it, but if this is the area you're
2138 talking about, my guess is if we lost at least one lot in here, we probably would line up a little bit

PLANNING COMMISSION MEETING

FEBRUARY 14, 2017

VERBATIM TRANSCRIPT – AGENDA ITEMS 21-24

2224 **CHAIRMAN SCHLOTTMAN**

2225 Okay. There's a motion on the floor. Please cast your vote. The motion carries. **(The motion**
2226 **carried with QUINN and CREAR voting No.)**

2227

2228 **COMMISSIONER TROWBRIDGE**

2229 And in regards to Item number 24, the Tentative Map related to the GPA-68385, I make a
2230 recommendation for approval subject to all Staff conditions.

2231

2232 **CHAIRMAN SCHLOTTMAN**

2233 The motion carries. **(The motion carried with QUINN and CREAR voting No.)**

2234

2235 **STEPHANIE ALLEN**

2236 Thank you very much. We very much appreciate your time.

2237

2238 **CHAIRMAN SCHLOTTMAN**

2239 Director, do you want to say-

2240

2241 **TOM PERRIGO**

2242 Yes, thank you. Items 21, 22, 23, and 24 will be heard at City Council on March 15th, 2017.

2243

2244 **CHAIRMAN SCHLOTTMAN**

2245 And we have officially been going for three hours, and we usually take a break after two, so we'll
2246 call a short recess, and we'll be back in approximately 10 minutes.

2247

2248 **(END OF DISCUSSION)**

2249

2250 /ph



DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Revised Waiver - allowing for 44' private street sections with sidewalk (1 side)
 Project Address (Location) Alta Drive and Hualapai Way
 Project Name Parcel 1 @ the 180 Proposed Use R-PD7
 Assessor's Parcel #(s) 138-31-702-002 Ward # 2
 General Plan: existing _____ proposed _____ Zoning: existing R-PD7 proposed _____
 Commercial Square Footage _____ Floor Area Ratio _____
 Gross Acres 34.07 Lots/Units 61+12 (CL) Density 1.79
 Additional Information This street section is generally similar to the as-built street section condition of the adjacent San Michelle neighborhood of Queensridge (not part of the property).

PROPERTY OWNER 180 Land Co. LLC Contact Yohan Lowie
 Address 1215 South Fort Apache Road #120 Phone: (702) 940-6930 Fax: (702) 940-6931
 City Las Vegas State NV Zip 89117
 E-mail Address yohan@ehbcompanies.com

APPLICANT 180 Land Co. LLC Contact Yohan Lowie
 Address 1215 South Fort Apache Road #120 Phone: (702) 940-6930 Fax: (702) 940-6931
 City Las Vegas State NV Zip 89117
 E-mail Address yohan@ehbcompanies.com

REPRESENTATIVE GCW, Inc. Contact Cindie Gee
 Address 1555 South Rainbow Blvd. Phone: (702) 804-2107 Fax: (702) 804-2299
 City Las Vegas State NV Zip 89146
 E-mail Address cgee@gcwengineering.com

I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the City is not responsible for inaccuracies in information presented, and that inaccuracies, false information or incomplete application may cause the application to be rejected. I further certify that I am the owner or purchaser (or option holder) of the property involved in this application, or the lessee or agent fully authorized by the owner to make this submission, as indicated by the owner's signature below.

Property Owner Signature* see attached
 * As authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.
 Print Name _____
 Subscribed and sworn before me
 This 24th day of January, 20 17.
Jennifer Knighton

FOR DEPARTMENT USE ONLY

Case # **WVR-68480**
 Meeting Date: _____
 Total Fee: _____
 Date Received: * _____
 Received By: _____

Notary Public in and for said County and State

Revised 03/28/16



*The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

ROR034009

26370

26347



DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: SDR
Project Address (Location) Alta Drive and Hualapai Way
Project Name Parcel 1 @ the 180 Proposed Use R-PD7
Assessor's Parcel #(s) 138-31-702-002 Ward # 2
General Plan: existing _____ proposed _____ Zoning: existing R-PD7 proposed _____
Commercial Square Footage _____ Floor Area Ratio _____
Gross Acres 34.07 Acres Lots/Units 61 + 12 Density 1.79
Additional Information CL

PROPERTY OWNER 180 Land Co. LLC Contact Yohan Lowie
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I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the City is not responsible for inaccuracies in information presented, and that inaccuracies, false information or incomplete application may cause the application to be rejected. I further certify that I am the owner or purchaser (or option holder) of the property involved in this application, or the lessee or agent fully authorized by the owner to make this submission, as indicated by the owner's signature below.

Property Owner Signature* see attached

* An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Yohan Lowie

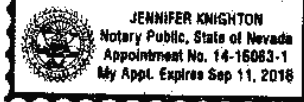
Subscribed and sworn before me

This 21st day of December, 2016

Jennifer Knighton

Notary Public in and for said County and State

Revised 03/28/16



FOR DEPARTMENT USE ONLY

Case # **SDR-68481**

Meeting Date:

Total Fee:

Date Received: *

Received By:

* The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

PRJ-67184
01/04/17

ROR034050

26371

26348



DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Tentative Map
 Project Address (Location) Alta Drive and Hualapai Way
 Project Name Parcel 1 @ the 180 Proposed Use R-PD7
 Assessor's Parcel #(s) 138-31-702-002 Ward # 2
 General Plan: existing _____ proposed _____ Zoning: existing R-PD7 proposed _____
 Commercial Square Footage _____ Floor Area Ratio _____
 Gross Acres 34.07 Acres Lots/Units 61+12 Density 1.79
 Additional Information CL

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 E-mail Address cgee@gcwengineering.com

I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the City is not responsible for inaccuracies in information presented, and that inaccuracy, false information or incomplete application may cause the application to be rejected. I further certify that I am the owner or purchaser (or option holder) of the property involved in this application, or the lessee or agent fully authorized by the owner to make this submission, as indicated by the owner's signature below.

Property Owner Signature* see attached

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Yohan Lowie

Subscribed and sworn before me

This 21st day of December, 2016
Jennifer Knighton

Notary Public in and for said County and State

Revised 03/28/16



FOR DEPARTMENT USE ONLY

Case # **TMP-68482**

Meeting Date:

Total Fee:

Date Received:*

Received By:

*Application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable provisions of the Zoning Ordinance.

PRJ-67184
01/04/17

ROR034059

26372

26349



June 28, 2017

**LAS VEGAS
CITY COUNCIL**

Carolyn G. Goodman
Mayor

Steven D. Ross
Mayor Pro Tem

Lois Tarkanian
Ricki Y. Barlow
Stavros S. Anthony

Bob Coffin
Bob Beers

Elizabeth N. Fretwell
City Manager

Mr. Yohan Lowie
180 Land Company, LLC
1215 South Fort Apache Road, Suite #120
Las Vegas, NV 89117

**RE: ABEYANCE ITEM – GPA-68385 – GENERAL PLAN AMENDMENT –
PUBLIC HEARING - CITY COUNCIL MEETING OF JUNE 21, 2017**

Dear Mr. Lowie:

Your request for a General Plan Amendment FROM: PR-OS (PARKS/RECREATION/OPEN SPACE) TO: L (LOW DENSITY RESIDENTIAL) on 166.99 acres at the southeast corner of Alta Drive and Hualapai Way (APN 138-31-702-002), Ward 2 (Beers) [PRJ-67184], was considered by the City Council on June 21, 2017.

The City Council voted to **DENY** your request due to significant public opposition to the proposed development, concerns over the impact of the proposed development on surrounding residents, and concerns on piecemeal development of the Master Development Plan area rather than a cohesive plan for the entire area.

The Notice of Final Action was filed with the Las Vegas City Clerk on June 22, 2017.

Sincerely,

Thomas A. Perrigo
Director
Department of Planning

TAP:clb

CITY HALL
495 S. MAIN ST.
LAS VEGAS, NV 89101
702.229.6011
TTY 711



cc: Ms. Cindie Gee
GCW, Inc.
1555 South Rainbow Boulevard
Las Vegas, Nevada 89146



ROR035183

26373

26350



June 28, 2017

**LAS VEGAS
CITY COUNCIL**

Carolyn G. Goodman
Mayor

Steven D. Ross
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Bob Beers

Elizabeth N. Fretwell
City Manager

Mr. Yohan Lowie
180 Land Company, LLC
1215 South Fort Apache Road, Suite #120
Las Vegas, Nevada 89117

**RE: ABEYANCE ITEM – TMP-68482 - TENTATIVE MAP - PUBLIC HEARING
CITY COUNCIL MEETING OF JUNE 21, 2017**

Dear Mr. Lowie:

Your request for a Tentative Map FOR A 61-LOT SINGLE FAMILY RESIDENTIAL SUBDIVISION on 34.07 acres at the southeast corner of Alta Drive and Hualapai Way (Lot 1 in File 121, Page 100 of Parcel Maps on file at the Clark County Recorder's Office; formerly a portion of APN 138-31-702-002), R-PD7 (Residential Planned Development - 7 Units per Acre) Zone, Ward 2 (Beers) [PRJ-67184] , was considered by the City Council on June 21, 2017.

The City Council voted to **DENY** your request due to significant public opposition to the proposed development, concerns over the impact of the proposed development on surrounding residents, and concerns on piecemeal development of the Master Development Plan area rather than a cohesive plan for the entire area.

The Notice of Final Action was filed with the Las Vegas City Clerk on June 22, 2017.

Sincerely,

Thomas A. Perrigo
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TAP:clb

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TTY 711



cc: Ms. Cindie Gee
GCW, Inc.
1555 South Rainbow Boulevard
Las Vegas, Nevada 89146



ROR035184

26374

26351



June 28, 2017

**LAS VEGAS
CITY COUNCIL**

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Mr. Yohan Lowie
180 Land Company, LLC
1215 South Fort Apache Road, Suite #120
Las Vegas, Nevada 89117

**RE: ABEYANCE ITEM – SDR-68481 - SITE DEVELOPMENT PLAN REVIEW
- PUBLIC HEARING
CITY COUNCIL MEETING OF JUNE 21, 2017**

Dear Mr. Lowie:

Your request for a Site Development Plan Review FOR A PROPOSED 61-LOT SINGLE FAMILY RESIDENTIAL DEVELOPMENT on 34.07 acres at the southeast corner of Alta Drive and Hualapai Way (Lot 1 in File 121, Page 100 of Parcel Maps on file at the Clark County Recorder's Office; formerly a portion of APN 138-31-702-002), R-PD7 (Residential Planned Development - 7 Units per Acre) Zone, Ward 2 (Beers) [PRJ-67184], was considered by the City Council on June 21, 2017.

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The Notice of Final Action was filed with the Las Vegas City Clerk on June 22, 2017.

Sincerely,

Thomas A. Perrigo
Director
Department of Planning

TAP:clb

CITY HALL
495 S. MAIN ST.
LAS VEGAS, NV 89101
702.229.6011
TTY 711



cc: Ms. Cindie Gee
GCW, Inc.
1555 South Rainbow Boulevard
Las Vegas, Nevada 89146



ROR035185

26375

26352



June 28, 2017

**LAS VEGAS
CITY COUNCIL**

Carolyn G. Goodman
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Mr. Yohan Lowie
180 Land Company, LLC
1215 South Fort Apache Road, Suite #120
Las Vegas, Nevada 89117

**RE: ABEYANCE ITEM – WVR-68480 - WAIVER - PUBLIC HEARING
CITY COUNCIL MEETING OF JUNE 21, 2017**

Dear Mr. Lowie:

Your request for a Waiver TO ALLOW 32-FOOT PRIVATE STREETS WITH A SIDEWALK ON ONE SIDE WHERE 47-FOOT PRIVATE STREETS WITH SIDEWALKS ON BOTH SIDES ARE REQUIRED WITHIN A PROPOSED GATED RESIDENTIAL DEVELOPMENT on 34.07 acres at the southeast corner of Alta Drive and Hualapai Way (Lot 1 in File 121, Page 100 of Parcel Maps on file at the Clark County Recorder's Office; formerly a portion of APN 138-31-702-002), R-PD7 (Residential Planned Development - 7 Units per Acre) Zone, Ward 2 (Beers) [PRJ-67184], was considered by the City Council on June 21, 2017.

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Sincerely,

Thomas A. Perrigo
Director
Department of Planning

TAP:clb

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TTY 711



cityoflasvegas
lasvegasnevada.gov

cc: Ms. Cindie Gee
GCW, Inc.
1555 South Rainbow Boulevard
Las Vegas, Nevada 89146



ROR035186

26376

26353